



**AGENDA**  
**VILLAGE COUNCIL MEETING**  
**VILLAGE HALL COUNCIL CHAMBERS**  
**226 CYPRESS LANE ■ PALM SPRINGS, FL 33461**  
**FEBRUARY 13, 2025**  
**6:30 PM**

**COUNCIL**

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Patti Waller
- ☐ Mayor Pro Tem Kim Schmitz
- ☐ Council Member Joni Brinkman
- ☐ Council Member Gary Ready

**ADMINISTRATION**

- ☐ Village Manager Michael Bornstein
- ☐ Village Attorney Christy Goddeau
- ☐ Village Clerk Kimberly Wynn

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*If an individual wishes to challenge any decision made by the Council regarding any matter under consideration, they must have a copy of the proceedings. To do so, they may need to ensure that a complete and accurate record of the proceedings is available. This recording should include all testimonies and evidence that will form the basis of the appeal.*

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**CALL TO ORDER**

**ROLL CALL**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

|        |        |      |
|--------|--------|------|
| Motion | Second | Vote |
|--------|--------|------|

**CONSENT AGENDA**

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. **Approval of January 9, 2025, Village Council Regular Meeting Minutes:** Motion

for the approval of January 9, 2025, Village Council Regular Meeting Minutes.  
Staff: Kimberly Wynn, Village Clerk

2. **Resolution No. 2025-16 Support Legislation to Exempt Municipal Clerks and Employees from Public Records:** Motion to approve Resolution No. 2025-16, urging the Florida Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal election work or have any part in the code enforcement functions of a municipality.  
Staff: Kimberly Wynn, Village Clerk
3. **Resolution No. 2025-09 Local Option Gas Tax Interlocal Agreement:** Motion to approve Resolution No. 2025-09, which seeks to establish an Interlocal Agreement with Palm Beach County. This agreement will re-establish the Local Option Gas Tax (LOGT) for a new 30-year term in accordance with Florida Statute. Additionally, the agreement will outline the sharing of proceeds among Palm Beach County and eligible municipalities.  
Staff: Michael Bornstein, Village Manager
4. **Resolution No. 2025-10 - Budget Transfer from Council Contingency:** Motion to approve Resolution No. 2025-10 for a budget transfer of \$79,000 from the Council Contingency to the General Government, Parks and Recreation, and Library Fund Accounts.  
Staff: Mara Frederiksen, Finance Director
5. **Resolution No. 2025-12 Contract Award (ITB# 2025B-005) with RMJ Contractors for the Lakewood Road Solar Lighting Project Phase 2 - CDBG funded:** Motion for the approval of Resolution No. 2025-12 to execute an Agreement with RMJ Contractors for ITB #2025B-005 (TO #311) for an amount not to exceed \$133,000 to install 18 new solar lighting poles along Lakewood Road between Kirk Road and Davis Road. This initiative is funded by the Community Development Block Grant (CDBG) program for Fiscal Year 2025.  
Staff: Felipe Lofaso, Public Works Director, Timothy Crespo, Assistant Public Works Director
6. **Task Order No. 01 with KENCO Signs and Awning LLC for LED Message Board Sign at Village Hall:** Motion for the approval of Task Order No. 1 with KENCO Signs and Awning, LLC for an amount not to exceed \$79,000 for designing, manufacturing, and installing new LED message board signs throughout the Village, aimed at significantly enhancing wayfinding for residents and visitors alike.  
Staff: Felipe Lofaso, Public Works Director, Juan Ruiz, Director of Parks and Recreation
7. **Authorize Emergency Repair - Gravity Sewer Repair Davis Road - Utilites (FY 2025 Budget - Water & Sewer Enterprise Fund):** Motion to approve an emergency repair and piggyback an agreement with Indian River County for a repair on the Village's 4" gravity sewer line that runs across Davis Road. Integrated



Solutions was hired for the repair, costing \$43,985.00. Funding to support the emergency purchase is available from the FY 2025 Budget-Water & Sewer Enterprise Fund.

Staff: Jimmie Johnson, Utilities Director

8. **Approve Geographic Information System Services – Piggyback – All Departments (FY 2025 Budget Funded – All Funds):** Motion to approve the revised Fiscal Impact clarifying a portion of the total funding (\$10,000) will come from the Stormwater Fund which funds are budgeted within the FY 2025 Budget.

Staff: Kimberly Wynn, Village Clerk

9. **Resolution No. 2025-13 Amendment to Piggyback Agreement - Emergency Vehicle Equipment - FY 2025 General Fund - Police Department Shyft Group Upfit Services Inc./ Strobes-R-Us:** Motion to approve Resolution No. 2025-13 an Amendment to the Piggyback Agreement with Broward County Sheriff's Office contract awarded to the Shyft Group Upfit Services Inc./Strobes-R-Us for \$122,961.68 to purchase emergency vehicle equipment to install on eight (8) 2025 marked patrol vehicles and five (5) 2025 unmarked vehicles. Funding is available in the FY 2025 Budget - General Fund - Vehicles.

Staff: Thomas Ceccarelli, Police Chief

10. **Resolution No. 2025-15 First Amendment to Amended and Restated Interlocal Agreement with Palm Beach County Board** - Motion to approve the First Amendment to Amended and Restated Interlocal Agreement with Palm Beach County Board of County Commissioners for Direct Connect and Maintenance Services for Portable Police Radios from March 16, 2025, through March 16, 2030.

Staff: Thomas Ceccarelli, Police Chief

End of Consent Agenda....

|        |        |      |
|--------|--------|------|
| Motion | Second | Vote |
|--------|--------|------|

## PRESENTATIONS

11. **Proclamation Recognizing Women in Construction Week - March 2-8, 2025**

Staff: Iramis Cabrera, PZB Director

## REGULAR AGENDA

12. **Appointment of Voting Delegate(s) to the Palm Beach County League of Cities:** Motion to appoint a voting delegate and alternate(s) to serve a one-year term on the Palm Beach County League of Cities.

Staff: Kimberly Wynn, Village Clerk

|        |        |      |
|--------|--------|------|
| Motion | Second | Vote |
|--------|--------|------|

## **PUBLIC COMMENT** (Three-minute limit)

## **PUBLIC HEARINGS**

13. **(Quasi-Judicial Hearing) Proposed Resolution No. 2025-14 - Site Development Plan Amendment (SPR25-01) with a Waiver - Palm Tran Public Transit Operation Center - 1200 South Congress Avenue:** Motion to approve Resolution No. 2025-14 for an application submitted by Ms. Beth Smith from Miskel Backman LLP, agent for the Applicant, MG Congress LLC, ("Applicant"), for a Site Plan Amendment (SPR25-01), to re-use the existing Off Lease Only car dealership as a 42,052 sq ft and a Waiver for Palm Tran Paratransit Operation Center to improve micro-transit services at 1200 South Congress Avenue.  
Staff: Iramis Cabrera, PZB Director

|        |        |      |
|--------|--------|------|
| Motion | Second | Vote |
|--------|--------|------|

14. **Resolution No. 2025-17 - Public Notices on a Publicly Accessible Website:** Motion for the approval of Resolution No. 2025-17 to authorize the Village of Palm Springs to publish Village notices on a publicly accessible website as an alternative to newspaper publications.  
Staff: Kimberly Wynn, Village Clerk

|        |        |      |
|--------|--------|------|
| Motion | Second | Vote |
|--------|--------|------|

## **ACTIONS AND REPORTS**

## **VILLAGE MANAGER COMMENTS**

## **VILLAGE COUNCIL COMMENTS**

## **ADJOURNMENT**

**NEXT MEETING**  
**THURSDAY, MARCH 13, 2025, AT 6:30 P.M.**  
**(IMMEDIATELY FOLLOWING THE LPA MEETING)**

# Village of Palm Springs

## Title VI/Nondiscrimination Policy

### **I. Policy Statement:**

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

### **II. Persons with Disabilities:**

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus, Human Resources Director  
Address: 226 Cypress Lane, Palm Springs, FL 33461  
Email: [asaingilus@vpsfl.org](mailto:asaingilus@vpsfl.org)  
Phone: (561) 584-8200 Ext. 8421

### **III. Complaint Procedures:**

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager  
Address: 226 Cypress Lane, Palm Springs, FL 33461  
Email: [jpiedra@vpsfl.org](mailto:jpiedra@vpsfl.org)  
Phone: (561) 584-8200 Ext. 8422



**VILLAGE COUNCIL MEETING MINUTES  
VILLAGE HALL - COUNCIL CHAMBERS  
226 CYPRESS LANE  
VILLAGE OF PALM SPRINGS, FLORIDA  
JANUARY 9, 2025 AT 6:30 PM**

**CALL TO ORDER**

Mayor Bev Smith called the Regular Village Council Meeting to order at 6:52 p.m.  
(Immediately following the Transportation Mobility Study Workshop)

**ROLL CALL**

Present: Vice Mayor Patti Waller, Mayor Pro Tem Kim Schmitz, Council Member Joni Brinkman, Council Member Gary Ready, and Mayor Bev Smith.

Also present were Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Village Clerk Kimberly Wynn, Records Clerk Andrea Medero, Police Chief Thomas Ceccarelli as the Sergeant-in-Arms, Assistant Village Manager Kim Glas-Castro, Planning, Zoning, and Building Director Iramis Cabrera, Director of Utilities Jimmy Johnson, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Assistant Parks Director Lauren Bennett, Staff Assistant Maria Izzo, Finance Director Mara Frederiksen, and Special Events Coordinator Emeric JeanCome.

**INVOCATION**

The Village Manager, Mr. Bornstein, led the invocation. He recognized the passing of former President Jimmy Carter with a moment of silence.

**PLEDGE OF ALLEGIANCE**

The Council led the Pledge of Allegiance.

**ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA**

The Village Manager requested to move Item #13, 2024 Holiday Decorating Awards, to Item #12A. Item #14, Crossing Guard Appreciation Day, February 7, 2025, was moved to the Consent Agenda as Item 11A. Council Member Ready also requested an open discussion about the criteria for the Fallon Scholarship.

Council Member Brinkman motioned for the approval of the agenda as amended, and Council Member Ready made a second. The said motion carried 5-0.

**CONSENT AGENDA**

1. **December 12, 2024, Village Council Regular Meeting Minutes: Motion for the approval of December 12, 2024, Village Council Regular Meeting Minutes**  
Staff: Kimberly Wynn, Village Clerk

2. **Resolution No. 2025-01 Amendment to the FY 2025 Fee Schedule: Motion for the approval of Resolution No. 2025-01 to amend the FY 2025 Fee Schedule to amend the fees for various services, and restate the fees for Division 2, Chapter 38 “Parks and Recreation Department” and the “Department of Public Safety”.**

Staff: Kimberly Wynn, Village Clerk

**SUMMARY:** Periodically, staff reviews the costs involved in meeting all the Village services that are delivered to the public. As these costs increase and/or when there are issues that may require a new fee to be assessed, it is necessary to amend the fee schedule associated with these services better to address the actual impact on the Village's budget. Code Enforcement, Parks & Recreation, and the Police Department have requested an amendment to the schedule of fees.

**Fiscal Impact:** The additional revenue received is expected to offset operating expenses and promote a clean and safe community.

3. **Resolution No. 2025-08 - FY 2025 Budget Transfer - CRA Budget Amendment No. 2: Motion to approve Resolution No. 2025-08 for a budget transfer of \$43,795 from the FY 2024 fund balance to carry forward to Professional Fees in the Congress Avenue District and to transfer \$143,881 from the Congress Avenue District (property improvement grant) to the Lake Worth District (appropriated fund balance).**

Staff: Kimberly Glas-Castro, Assistant Village Manager

**SUMMARY:** Staff has requested that the Village Council consider allocating \$43,795 in FY 2024 Fund Balance to the Professional Fees line item in the Congress Avenue District, and to transfer \$143,881 from the Congress Avenue District to the Lake Worth District due to a projected fund balance shortfall.

If approved, the proposed budget transfer would amend both the Lake Worth (LW) Road and Congress Avenue districts' budgets based on the actual FY 2024 fund balance and provide the funding for the approved FY 2025 budget:

- Increase LW CRA Fund Balance to \$520,000
- Increase Congress CRA Professional Fees to \$78,795
- Decrease Congress CRA Property Improvement Grant to \$56,119

The transfer between the two CRA Districts is considered a loan and will be replenished with the FY 2026 Budget.

**Fiscal Impact:** Appropriate \$43,795 of unused fund balance to in the Congress Avenue District and Transfer \$143,881 from the Congress Avenue District to the LW District (to be replenished to the Congress Avenue District in FY 2026 budget).

4. **Resolution No. 2025-05 - Update to the Village Investment Policy: Motion for**

**the approval of Resolution No. 2025-06 to adopt an updated Investment Policy that aligns with Section 215.415(17), Florida Statutes, and current best practices to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices. There is no direct fiscal impact.**

Staff: Mara Frederiksen, Finance Director

**SUMMARY:** The Village's investment policy was last revised in March 2024, and Finance is recommending the new policy to bring it more in line with the updated Florida Statutes 215.415 (17) to enhance the Village's flexibility and align its investment procedures with best practices. The purpose of this policy is to set forth the investment objectives and parameters for the management of the funds of the Village of Palm Springs. This policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

Pursuant to Section 215.415(17), Florida Statutes, the Village is authorized to invest in the Florida Small Business Administration (SBA) investment pool.

Our current policy does not clearly define other available investment pools or consider current market conditions. In the process of the recommended revision, the Village has reviewed local policies from the cities of Sunrise, West Palm Beach, and Delray Beach. This policy encompasses the best practices as set forth by the Government Finance Officers Association (GFOA), along with maintaining a low-risk standard of care towards the Village funds.

The Village of Palm Springs reported investments at fair value in the amount of \$57,081,677, in the SBA investment pool with an average percentage yield of 5.33% at the end of the fiscal year on September 30, 2024. In addition, the Village has an additional \$35,797,448 invested in a Money Market Account with PNC with an average percentage yield of 3.67%. The Village's current policy limits the investment pool to only the SBA fund. The changes red-lined in the attachment allow for a more diversified portfolio with higher liquidity of funds.

The Finance Department believes that the Village can achieve better returns on its investment funds by following the guidelines outlined in the proposed policy.

**Fiscal Impact:** No fiscal impact

5. **Resolution No. 2025-03 Agreement with RMJ Contractors, Inc. - Village Hall Building Exterior Metal Coating Project:** Motion for the approval of Resolution No. 2025-03 to approve an Agreement with RMJ Contractors, Inc. for an amount not to exceed \$83,500 for the Village Hall Building Exterior Metal Coating Project. Funding is available from Account Number 01441-56200 [Public Works - Buildings - Expense].

Staff: Felipe Lofaso, Public Works Director

**SUMMARY:** The exterior metal coatings at Village Hall are currently oxidized and peeling and in need of proper surface preparation, followed by the application of a new coating. Public Works has identified the necessity of removing the existing failing teal coatings from all metal surfaces as the first phase of the overall Village Hall painting project. In order to begin this phase, the project was advertised for bid on November 7, 2024 (ITB #2025B-004 - Village Hall Building Exterior Metal Coating Project).

On December 9, 2024, the Village received three (3) bid proposals from responsive contractors. The submissions were from RMJ Contractors, Quick Painting Group, and Roof Painting by Hartzell. After reviewing the submissions, the staff is recommending that the contract be awarded to RMJ Contractors, Inc. for a total cost not to exceed \$83,500.00.

**Fiscal Impact:** The Agreement with RMJ Contractors, Inc. is at a cost not to exceed \$83,500.00 and is being funded from Account Number 01441-56200. The total FY25 budget for this project was \$80,000. A budget transfer will be completed for the shortfall.

6. **Resolution No. 2025-02 - Cooperative Purchase Agreement for Vacuum Sewer Cleaning Truck - Vactor Manufacturing:** Motion for the approval of Resolution No. 2025-02 to execute a Cooperative Purchase Agreement with Vactor Manufacturing for \$537,816.70 to purchase a vacuum sewer cleaning truck from Environmental Products Group (local distributor for Vactor Manufacturing) utilizing the Sourcewell Agreement that was completed through a competitive selection process (RFP No. 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies - December 20, 2021). Funds to support this proposed purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

Staff: Jimmy Johnson, Director of Utilities

**SUMMARY:** The Village needs to purchase a vacuum sewer cleaning truck to clean sewer pipes, conduct hydro excavations, and dewater during pipe breaks. Staff recommends using the Sourcewell cooperative purchasing contract with Vactor Manufacturing for the best price. In October 2021, Sourcewell conducted a selection process for related equipment (RFP# 101221), and documents are available at the Village Clerk's Office.

For FY 2025, the Village Council approved \$680,000 for this purchase. By using the Sourcewell contract, staff received a quote of \$537,816.70 from Environmental Products Group, a local dealer.

If approved, the Village will accept Vactor Manufacturing's pricing under the Sourcewell contract, valid until November 29, 2025. Under Section 58-8 of the

Purchasing Code, cooperative purchases over \$35,000 require Council approval. The Utilities Director, Assistant Utilities Director, and Finance Director have reviewed the vendor, which has a history of providing quality products and services to the Village.

**Fiscal Impact:** Funds to support this proposed equipment purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund.

7. **Approve Change Order No. 1 – Kudza Road Lift Station Emergency Generator (Task Order No. 317) Contract Time Extension – Utilities Department - (FY 2025 Budget Funded - Water & Sewer Fund) – Hinterland Group Inc.:** Motion for the approval of Change Order No. 1 [Task Order No. 317] with Hinterland Group for a contract extension of 57 days for the Kudza Road Lift Station Emergency Generator.

Staff: Jimmy Johnson, Director of Utilities

**SUMMARY:** On April 11, 2024, the Village Council approved Task Order No. 317 with Hinterland Group Inc. for the Kudza Road Lift Station Emergency Generator project. A notice to proceed was issued on June 3, 2024, with a contract period of 210 days for substantial completion (due by December 3, 2024) and 240 days for overall completion (due by January 29, 2025).

During the initial phases of construction, it was discovered that supply chain issues and material shortages had caused significant delays in the delivery of the Emergency Generator and the Automatic Transfer Switch (ATS). This has impacted the completion dates for the Kudza Road Lift Station Emergency Generator project (Task Order No. 317).

The Village's contracted contractor, Hinterland Group Inc., and the Utilities Department are requesting an extension of 57 days to the contract timeline through Change Order No. 1.

| <b><u>Item</u></b>           | <b><u>Contract Days</u></b> |
|------------------------------|-----------------------------|
| Original Contract days       | 210                         |
| CO #001 Time Extension       | <u>57</u>                   |
| <b>Revised Contract Days</b> | <b>267</b>                  |

If the extension is approved, the new substantial completion date will be February 25, 2025, and the new overall completion date will be March 27, 2025. Copies of the original contract documents are available upon request.

**Fiscal Impact:** There is no fiscal impact regarding Change Order No. 1 – Kudza Road Lift Station Emergency Generator (Task Order No. 317) Contract Time Extension - Utility Department - (FY 2024 Budget Funded - Water & Sewer Fund) -



Hinterland Group Inc.

8. **Resolution No. 2025-07 Purchase Agreement for Submersible Pumps - Utilities Department (FY 2025 Budget Funded - Water & Sewer Enterprise Fund) - PSI Technologies, Inc.:** Motion for the approval of Resolution No. 2025-07 for a purchase agreement from PSI Technologies, Inc. for sixteen (16) submersible pumps. The current contract term is three (3) years, expiring June 9, 2025, with an option to renew for two additional one (1) year terms. Funding is available for the proposed purchase from the Water & Sewer Enterprise Fund.

Staff: Jimmy Johnson, Director of Utilities

**SUMMARY:** The Utilities Department must replace sixteen (16) aging wastewater pumps at lift stations throughout the Village's utility service area with submersible pumps. Failures and inefficiencies were noticed with the pumps that had to be replaced. It's anticipated that the Village will save money through reduced electricity, staff maintenance costs, etc., by upgrading the pumps to newer, more reliable, and efficient submersible pumps. Our utility customers will benefit from improved operational efficiency.

**Note:** To ensure the lowest possible price and to standardize the types of pumps, accessories, and repair services utilized within our utility processes, the Village issued an Invitation to Bid (ITB) and awarded contracts to three (3) qualified vendors - PSI Technologies, Inc. (WILO), Hudson Pump & Equipment (Barnes), and Wastewater Solutions, LLC (Boesch) on June 9, 2022. This selection by the Village of Palm Springs was completed through a competitive selection process – Submersible Wastewater Pumps, Accessories, and Service (ITB No. 2022B-010 - March 31, 2022).

The Village agreed to each of the three vendors' terms, conditions, and pricing. The term of each contract is set to expire on June 9, 2025, with a renewal option to extend two additional one (1) year terms.

Through the existing agreement with PSI Technologies, the staff was able to obtain the following proposed cost for the purchase of sixteen (16) submersible wastewater pumps:

| <b><u>Item</u></b>                           | <b><u>Amount</u></b> |
|----------------------------------------------|----------------------|
| Haverhill Ct. (2 Pumps) PSI Technologies     | \$15,500.00          |
| Pretty (2 Pumps) PSI Technologies            | \$16,500.00          |
| G Star (2 Pumps) PSI Technologies            | \$17,600.00          |
| Little Cresthaven (2 Pumps) PSI Technologies | \$19,000.00          |
| Bank of America (2 Pumps) PSI Technologies   | \$27,000.00          |

|                                              |                     |
|----------------------------------------------|---------------------|
| Washington Mutual (2 Pumps) PSI Technologies | \$27,000.00         |
| Shadetree (2 Pumps) PSI Technologies         | \$27,600.00         |
| Target (2 Pumps) PSI Technologies            | \$27,700.00         |
| <b>Total</b>                                 | <b>\$177,900.00</b> |

The approved FY 2024 Budget - Water & Sewer Fund Acct 41336-56400 included \$165,000 for the purchase of replacement lift station pumps. A budget amendment or internal budget transfer will be requested at a later date if needed.

The proposed quotes were prepared by PSI Technologies and reviewed by the Utilities Supervisor, Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendors previously, and they have provided excellent service and quality products.

**Fiscal Impact:** Funds to support the proposed purchase are available within the FY 2025 Budget - Water & Sewer Enterprise Fund. A budget amendment or internal budget transfer will be requested at a later date if needed.

9. **Grant Award - Department of Justice (DOJ) Bureau of Justice Assistance Edward Byrne Grant Memorial Justice Assistance Grant (JAG):** Motion for the approval of Grant Award from the Department of Justice Bureau of Justice Assistance Edward Byrne Grant Memorial Justice Assistance Grant (JAG) for \$15,571 to help cover the costs of purchasing Glock Model 45 pistols equipped with integrated red dot sights for the Police Department. There is no fiscal impact for accepting this grant award.

Staff: Thomas Ceccarelli, Police Chief

**SUMMARY:** The Village of Palm Springs Police Department has received a grant from the Department of Justice (DOJ) Bureau of Justice Assistance through the Edward Byrne Memorial Justice Assistance Grant (JAG) program. This grant totals \$15,571 and will help cover the costs of purchasing Glock Model 45 pistols equipped with integrated red dot sights.

To move forward, the Police Chief needs authorization to accept the grant award in the justice grants system. Additionally, the Village Council must authorize the signing of the required certifications. The Village Manager will handle the signing of any additional related documents.

**Fiscal Impact:** There is no fiscal impact for accepting this grant award.

10. **Interlocal Agreement with Palm Beach County for Information Systems Service (ISS): Motion for the approval of an Interlocal Agreement for the Village to participate in the use of Palm Beach County's ISS. (ADDITIONAL INFORMATION WILL BE PROVIDED BEFORE THE COUNCIL MEETING)**

Staff: Kimberly Wynn, Village Clerk

**SUMMARY:** The IT Department suggests approving a change to the Agreement with the Palm Beach County Information Systems Services (ISS) Department. This change will allow the Village to upgrade the fiber optic network speed from 100 Mbps to 250 Mbps. It will also provide fiber optic and network services to two additional Village locations: 2400 Kirk Road and 5618 Basil Drive. Lastly, this amendment will remove the Annual Server Hosting (Disaster Recovery) Services, as those services are no longer needed.

The annual cost, as provided within the proposed amendment, is as follows:

| <b><u>LOCATION</u></b> | <b><u>PREVIOUS<br/>BANDWITH</u></b> | <b><u>NEW<br/>BANDWITH</u></b> | <b><u>PREVIOUS<br/>ANNUAL<br/>CHARGE</u></b> | <b><u>NEW ANNUAL<br/>CHARGE</u></b> |
|------------------------|-------------------------------------|--------------------------------|----------------------------------------------|-------------------------------------|
| Village Hall           | 100 Mb                              | 250Mb                          | \$4,200                                      | \$6,600                             |
| WTP - 5618 Basil Drive | 0                                   | 50Mb                           | 0                                            | \$1,800                             |
| Utilities/Maintenance  | 0                                   | 50Mb                           | 0                                            | \$1,800                             |
|                        |                                     |                                | <b>TOTAL</b>                                 | \$10,200                            |

**Note:** The Council approved a one-time installation cost of \$131,410 on December 14, 2023, utilizing ARPA funds. The Council is requested to approve an additional \$4,160 for a total cost of \$135,570, which ARPA Funds also cover.

If approved, the term of this Agreement would be effective for one (1) year with four (4) automatic one (1) year renewals.

Palm Beach County plans to consider the proposed Interlocal Agreement following approval by the Village Council.

The proposed Interlocal Agreement was prepared by Palm Beach County and reviewed by the Village Attorney, IT Director, IT Operations Manager, Finance Director, and Procurement Manager.

**Fiscal Impact:** Funding to support the purchase under the Interlocal Agreement is available within the FY 2025 Budget – General Fund and Water & Sewer Enterprise Fund. ARPA Funds are allocated to cover the installation costs.

11. **Martin Luther King, Jr. Day Proclamation: Recognizing Martin Luther King Jr. Day on January 20, 2025.**

Staff: Kimberly Wynn, Village Clerk

### **End of Consent Agenda....**

### **PRESENTATIONS**

12. **Update - Police Department Expansion/Renovation Project:** Mr. Greg Seifker, Village Owner's Representative/Project Manager, will provide an update on the construction project.

Staff: Kimberly Glas-Castro, Assistant Village Manager

**SUMMARY:** Mr. Greg Seifker, Village Owner's Representative/Project Manager, will provide an update on the construction project.

Mr. Greg Seifker gave an update about the Police Expansion/ Renovation project. He reported that the project is within budget and is on schedule.

Mayor Smith offered the public and the Council an opportunity to speak.

Council Member Ready asked if the project was on schedule. Mr. Seifker explained the project deadlines to the Council.

13. **(MOVED TO ITEM 12A) 2024 Holiday Decorating Awards: Presentation of 2024 Holiday Decorating Awards**

Staff: Juan Ruiz, Parks and Recreation Director

**SUMMARY:** The Village received a total of thirty-six (36) entries to participate in the 2024 Holiday Decorating Contest this year. Numerous persons served as judges and visited each location on December 11, 2024, to evaluate each entry on a scale from 1 to 10, with a score of 10 being the most desirable. The entries competed in five (5) categories that included: (1) Judges' Choice, (2) Most Creative Use of Lights, (3) Best Inflatable Display, (4) Best Holiday Spirit, and (5) Best Themed. The contest winners received:

- First Place: \$125.00
- Second Place: \$100.00
- Third Place: \$75.00

A total of fifteen (15) residential winners were selected. All winners have received invitations to attend the Council Meeting and receive their awards.

Mrs. Bennett introduced the Holiday Decorating Awards Contest Winners. She explained that the contest was managed differently this year. Instead of giving all participants a check for \$100, they decided to use five (5) categories with First, Second, and Third Prize winners. There were fifteen (15) total winners.

**Each contest winner was presented with their check and took a picture.**

**Fiscal Impact:** Funds for this contest are available within the FY 2025 General Fund Budget - Parks and Recreation Department.

14. **Crossing Guard Appreciation Day February 7, 2025 - Recognizing the Village of Palm Springs Crossing Guards with a proclamation.**

Staff: Kimberly Wynn, Village Clerk

**MOVED TO THE CONSENT AGENDA**

**PUBLIC COMMENT**

Mayor Smith opened the meeting for public comment.

1. Mr. Johnnie Tieche, 305 Winged Foot Drive, Mr. Tieche complimented the staff on the holiday festivities.

**REGULAR AGENDA**

15. **Village Manager Annual Evaluation: Discuss the Village Manager's annual performance review. [ADDITIONAL INFORMATION WILL BE PROVIDED BEFORE THE MEETING]**

Staff: Kimberly Wynn, Village Clerk

**SUMMARY:** The annual performance review for the Village Manager, Michael Bornstein, will be discussed.

Mayor Smith opened the meeting to discuss the Village Manager, Mr. Bornstein's performance, for his annual review.

It was the consensus of the Council that Mr. Bornstein performed well. He was respected by the staff, and the overall morale in the Village was better. They complimented him on his knowledge and the number of events and happenings that were taking place around the Village. The Council agreed to a 5% increase.

The Village Manager, Mr. Bornstein, gave comments. He is grateful to the Council and staff.

Council Member Ready motioned for the approval of the Village Manager agreement with a 5% increase, and Mayor Pro Tem Schmitz seconded the motion. The said motion carried 5-0.

16. **Resolution No. 2025-04 Approve Lease Agreement with Palm Beach County for Fire Station (PBCFR Station No. 39) for Provision of Fire Rescue Services to Village: Motion for the approval of Resolution No. 2025-04 to extend a lease with Palm Beach County for Fire Station No. 39 at 230 Cypress Lane, Palm Springs, FL 33461 for six (6) years for \$67,000 annually with a provision for fire rescue services in the Village.**

Staff: Kimberly Glas-Castro, Assistant Village Manager

**SUMMARY:** Staff recommends the approval of a six (6) year Lease Agreement ("Lease") with Palm Beach County for the continued use of the Village-owned fire station located within the public safety building at 230 Cypress Lane. The Lease will increase the annual rent by \$1,000, bringing it to a total of \$67,000 per year. This proposed Lease is set to expire on October 1, 2029, which aligns with the duration of the Fire/Rescue MSTU service agreement.

Under the terms of the proposed Lease, the County (Fire Rescue) will be responsible for interior maintenance and utilities. However, the Village will reimburse any repair or replacement costs for building systems that exceed \$5,000. The Village will continue to be responsible for the exterior maintenance of the building and has budgeted for hardening measures, including window and door replacement, as part of the police department expansion.

**Note:** In August 2009, the Village and County entered into an interlocal agreement (Resolution No. 2009-60) for fire protection and emergency medical services. This agreement included a lease for the fire station that was set for a ten (10) year period, which expired on September 19, 2019. The proposed lease now includes a lump sum payment to account for a retroactive rent increase from September 2019 to October 2023.

Battalion Fire Chief Amanda Romero provided the number of service calls and average response time. There were 380 calls (77% of the calls were medical-related). She talked about the Mobile Integrated Health (MIH) program. The program evaluates the safety of residents when they have to make service calls to them frequently.

Mayor Smith introduced this item. She explained that it is a lease extension for the Palm Beach County Fire Rescue. The lease dates back to 2019 and expires with the MSTU.

Mayor Smith opened the meeting for the public and Council for discussion. Mayor Smith asked how long Palm Beach County had planned to use the fire station and if there were plans to move. Chief Romero said she does not have an answer for the Council right now, but she will get an answer at a later date. The Village Manager, Mr. Bornstein, explained the urgency to understand plans by Palm Beach County because of the inadequacies of the property. While it is noted that Palm Beach County did not want to add this information to the contract.

The Village Attorney, Mrs. Goddeau, mentioned that the Resolution with the agenda does not read the lease amount accurately. The incremental increase of \$1,000 is for each year (i.e., \$67,000 for the first year, \$68,000 for the second year, etc.)

The Village Attorney Goddeau read the title of the caption to the record.

Council Member Brinkman motioned for the approval of the amended Resolution No. 2025- 04 to the lease agreement, and Vice Mayor Waller made a second. The said motion carried 5- 0.

**Fiscal Impact:** Annual Rent shall be \$67,000, an increase of \$1,000 per year over the prior Agreement.

## **PUBLIC HEARINGS**

## **ACTIONS AND REPORTS**

### **VILLAGE MANAGER COMMENTS**

Village Manager Bornstein thanked the Council and staff once again for their support. He acknowledged the Assistant Village Manager, Mrs. Glas-Castro, for her help and knowledge.

### **VILLAGE COUNCIL COMMENTS**

Council Member Ready requested a discussion about the Fallon Scholarship criteria. He would like to amend the requirements to allow recipients to use the scholarship towards a trade school. The Council agrees that this is a good idea. The Village Manager, Mr. Bornstein, advised that he speak with staff and the Fallons about the requested change.

The Council recognized the staff for their work, especially Ms. Maria Izzo who decorated the Village Lobby for the holidays. Mayor Smith thanked Public Works for opening the streets for the holidays.

Assistant Village Manager Glas-Castro reminded the Council there would be two (2) workshops before the Council Meeting in February (Raftelis Software, and possibly Affordable Housing).

## **ADJOURNMENT**

Hearing no further business, Mayor Smith adjourned the meeting at 7:48 p.m.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **January 9, 2025**. Which minutes were formally approved and adopted by the Village Council on **FEBRUARY 13, 2025**.

*Kimberly M. Wynn*  
*Village Clerk*

**NEXT REGULAR MEETING:  
THURSDAY, FEBRUARY 13, 2025, AT 6:30 P.M.**





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Administration

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**ITEM #2:** Resolution No. 2025-16 Support Legislation to Exempt Municipal Clerks and Employees from Public Records

**SUMMARY:** As a result of their duties, municipal employees may be subject to threats and other forms of violence, including investigations into election fraud complaints, legal enforcement of neglect or abuse hearings, or other activities that may result in criminal prosecution.

It is common for municipal clerks to administer elections. Due to the nature of the materials they are responsible for, some election workers have been targeted for threats and violence. It is common for clerks to be involved in legal proceedings about violations of city codes and ordinances, which can lead to retaliation and threats from defendants. Florida currently has 27 public record exemptions. Among these exemptions, eight (8) pertain to local personnel who investigate, enforce, or otherwise provide a service that may result in contentious interactions, such as municipal clerks and their staffs.

**FISCAL IMPACT:**

There is no fiscal impact.

**ATTACHMENTS:**

1. Resolution No. 2025-16 Support Public Records Request Exemption

## **RESOLUTION NO. 2025-17**

**A Resolution of the Village Council of the Village of Palm Springs, Florida urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a city and providing for an effective date.**

**Whereas**, many municipal staff who perform duties that include, or result in, investigations into complaints regarding election fraud, legal enforcement of hearings that could lead to a criminal prosecution or code enforcement actions are exposed to threats and other acts of violence; and

**Whereas**, municipal clerks often administer elections, and some election workers have been targeted for threats and violence due to the nature of materials they are responsible for; and

**Whereas**, municipal clerks are often involved in legal enforcement proceedings in actions related to violations of codes and ordinances and, occasionally, these proceedings have led to retaliation and threats by defendants; and

**Whereas**, currently public records exemptions in Florida include those for local personnel who either investigate, enforce or otherwise provide a service that can result in contentious interactions when action is taken, and municipal clerks and their staffs fall within the need for a window for greater protection; and

**Whereas**, the Florida Association of City Clerks is very concerned for the safety and well-being of the municipal clerks and their staffs who serve the public on a daily basis and are, oftentimes, the first contact of citizens with cities; and

**Whereas**, the Village of Palm Springs has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

- (1) The Village Council of the Village of Palm Springs hereby adopts the recitals set forth in this Resolution (whereas clauses) as the legislative findings of the Village Council.

(2) The Mayor and Village Council of the Village of Palm Springs, Florida, hereby urges and encourages the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality.

(3) The Village Clerk is hereby directed and authorized to send a certified copy of this Resolution to Governor Ron DeSantis, Senator Mack Bernard and Representative Debra Tendrich, the Palm Beach County League of Cities, and the Florida League of Cities (FLC).

(4) This Resolution shall take effect immediately upon its adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution.  
Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows.

|                               | <u><b>Aye</b></u> | <u><b>Nay</b></u> | <u><b>Absent</b></u> |
|-------------------------------|-------------------|-------------------|----------------------|
| BEV SMITH, MAYOR              |                   |                   |                      |
| PATTI WALLER, VICE MAYOR      |                   |                   |                      |
| KIM SCHMITZ, MAYOR PRO TEM    |                   |                   |                      |
| JONI BRINKMAN, COUNCIL MEMBER |                   |                   |                      |
| GARY READY, COUNCIL MEMBER    |                   |                   |                      |

The Mayor thereupon declared this Resolution duly passed and adopted this 13<sup>th</sup> day of FEBRUARY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA  
BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY  
BY: \_\_\_\_\_  
CHRISTY GODDEAU, VILLAGE ATTORNEY



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Administration

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**ITEM #3:** Resolution No. 2025-09 Local Option Gas Tax Interlocal Agreement: Motion for the approval of Resolution No. 2025-09 to approve an Interlocal Agreement with Palm Beach County

**SUMMARY:** The six-cent per gallon local option gasoline tax (LOGT) expires in August 2025 after 30 years. To continue the LOGT with the revenues divided between 66.6% of Palm Beach County and 33.3% of municipalities, a majority (51%) of the cities representing the municipal population must agree to re-adopt the LOGT and agree to the revenue split. This municipal approval needs to occur through an Interlocal agreement with the County.

Palm Beach County League of Cities' attorneys prepared the proposed Interlocal Agreement with the County Attorney's office.

The League will collect and present all executed interlocal agreements to the County as a package. The County agrees to maintain the 66.6%/33.3% revenue split.

**FISCAL IMPACT:**

The Village would receive 0.78719% of the municipalities' 33.3% percent share of the 6-cent local option gas tax, if readopted. (Each cities' share is based on number of road lane miles and population [see Exhibit A]).

**ATTACHMENTS:**

1. Resolution No. 2025-09
2. Proposed Interlocal Agreement - Local Option Gas Tax
3. Exhibit A
4. Exhibit B

## **RESOLUTION NO.2025-09**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, PURSUANT TO CHAPTER 336.025, SECTION I(A) FLORIDA STATUTES, ET SEQ, FOR THE EXTENSION AND DISTRIBUTION OF A SIX CENT LOCAL OPTION GAS TAX THIRTY YEARS (30); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council of the Village of Palm Springs, Florida, deems it in the best interest of the Village to enter into that certain interlocal agreement with Palm Beach County; and

**WHEREAS**, the Village approves and wishes to participate in the distribution method described therein; and

**WHEREAS**, the Village approves of the Interlocal Agreement of February 13, 2025.

**NOW THEREFORE, BE RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1.** The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Interlocal Agreement with Palm Beach County, to the Interlocal Agreement of February 2025 copies of which are attached hereto as Exhibit 1, and which are incorporated herein by reference and which are authorized pursuant to section 336.025(l)(a) and Section 336.025 (l)(b) Florida Statutes, et seq, and further authorizes the Mayor and Village Clerk to execute and deliver said Interlocal Agreement to the Palm Beach County League of Cities for transmittal to Palm Beach County Administrator, with a certified copy of this Resolution.

**Section 2.** This Resolution shall take effect immediately upon adoption.

MAYOR PRO TEM

JONI BRINKMAN, COUNCIL MEMBER

GARY READY, COUNCIL MEMBER

Council Member \_\_\_\_\_ offered the foregoing resolution. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                               | <u>Aye</u>               | <u>Naye</u>              | <u>Absent</u>            |
|-------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KIM SCMITZ, MAYOR PRO TEM     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_\_ day of FEBRUARY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
CHRISTY GODDEAU, VILLAGE ATTORNEY

**INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX**

**THIS INTERLOCAL AGREEMENT** is dated, made, and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and \_\_\_\_\_, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

**WITNESSETH:**

**WHEREAS**, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

**WHEREAS**, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30-year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

**WHEREAS**, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

**WHEREAS**, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

**WHEREAS**, representatives of the COUNTY and the various municipalities,

utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

**WHEREAS**, once effective, this Interlocal Agreement re-adopts and ratifies the distribution formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

**Section 1:** This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevy the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevy the TAX, this Interlocal Agreement shall be null and void.

**Section 2:** The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relevying the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE, this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

**Section 3:**

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.



C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to participate in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

**$$(30\% \times (\text{Municipality's population} / \text{sum of all of Municipalities' population})) + (70\% \times (\text{Municipality's lane miles} / \text{sum of all of Municipalities' lane miles})) = \text{Municipality's Pro Rata Share.}$$**

**Exhibit A** attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

a. The combined COUNTY and collective municipalities contributions

shall equal one hundred percent (100%) of the new municipality's share.

b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of the new municipality:

a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

**Section 4:** This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other

municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population of the COUNTY.

**Section 5:** The COUNTY and the MUNICIPALITY agree to meet every two (2) years to evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the others as set forth in Section 12 below.

**Section 6:** Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

**Section 7:** This Interlocal Agreement shall take effect only upon execution by both the COUNTY, and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

**Section 8:** The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

**Section 9:** To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

**Section 10:** This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

**Section 11:** Any costs or expenses including reasonable attorney fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

**Section 12:** Any notice required under the provisions of this Interlocal Agreement shall be in writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:

For the COUNTY:

Palm Beach County  
Board of County Commissioners  
301 North Olive Avenue  
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County  
County Attorney  
301 North Olive Avenue  
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.  
301 North Olive Avenue, 10<sup>th</sup> Floor  
P.O. Box 1989 – Government Center  
West Palm Beach, Florida 33402  
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.  
Attorneys for the Palm Beach County League of Cities, Inc.  
701 Northpoint Parkway, Suite 205  
West Palm Beach, Florida 33407  
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States

Post Office.

**Section 13:** The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

**Section 14:** The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

**Section 15:** The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

**Section 16:** In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs

pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.**

**Section 17:** The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

(NAME OF MUNICIPALITY)

By: \_\_\_\_\_

By: \_\_\_\_\_

Kimberly Wynn, Village Clerk

Bev Smith, Mayor

(SEAL)

APPROVED AS TO LEGAL SUFFICIENCY

By: \_\_\_\_\_

Christy Goddeau, Village Attorney

ATTEST:

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COMMISSIONERS

By: \_\_\_\_\_

County Clerk

APPROVED AS TO LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Engineer

Exhibit A  
APPLICATION OF MUNICIPAL SHARE FORMULA  
33.4352% (TOTAL MUNICIPAL SHARE)  
6 Cent Gas Tax

| City                 | Street Lane<br>Miles | Alley Lane<br>Miles | Total Municipal<br>Lane Miles | Percent of Municipal<br>Lane Miles | 2023 BEBR<br>Population | Percent of Municipal<br>Population | Weighted Distribution of<br>70% Lane Miles and 30%<br>Population (MUNICIPAL<br>SHARE FORMULA) | Pro Rata Share of<br>TOTAL MUNICIPAL<br>SHARE |
|----------------------|----------------------|---------------------|-------------------------------|------------------------------------|-------------------------|------------------------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------|
|                      |                      |                     |                               | Value "A"                          |                         | Value "B"                          | Value "C"                                                                                     | Value "D"                                     |
| Atlantis             | 26.800               | 0.000               | 26.800                        | 0.699%                             | 2,147                   | 0.249%                             | 0.56395%                                                                                      | 0.18856%                                      |
| Belle Glade          | 106.999              | 0.000               | 106.999                       | 2.790%                             | 17,286                  | 2.006%                             | 2.55498%                                                                                      | 0.85426%                                      |
| Boca Raton           | 480.522              | 0.000               | 480.522                       | 12.530%                            | 100,491                 | 11.664%                            | 12.27022%                                                                                     | 4.10257%                                      |
| Boynton Beach        | 244.312              | 2.142               | 246.454                       | 6.427%                             | 82,208                  | 9.542%                             | 7.36110%                                                                                      | 2.46120%                                      |
| Briny Breezes        | 0.528                | 0.000               | 0.528                         | 0.014%                             | 500                     | 0.058%                             | 0.02705%                                                                                      | 0.00904%                                      |
| Cloud Lake           | 1.599                | 0.000               | 1.599                         | 0.042%                             | 140                     | 0.016%                             | 0.03406%                                                                                      | 0.01139%                                      |
| Delray Beach         | 298.454              | 14.251              | 312.705                       | 8.154%                             | 67,213                  | 7.801%                             | 8.04826%                                                                                      | 2.69095%                                      |
| Glen Ridge           | 3.496                | 0.000               | 3.496                         | 0.091%                             | 215                     | 0.025%                             | 0.07130%                                                                                      | 0.02384%                                      |
| Golf                 | 10.555               | 0.000               | 10.555                        | 0.275%                             | 281                     | 0.033%                             | 0.20245%                                                                                      | 0.06769%                                      |
| Greenacres           | 49.264               | 0.000               | 49.264                        | 1.285%                             | 45,476                  | 5.278%                             | 2.48272%                                                                                      | 0.83010%                                      |
| Gulf Stream          | 8.882                | 0.000               | 8.882                         | 0.232%                             | 959                     | 0.111%                             | 0.19552%                                                                                      | 0.06537%                                      |
| Haverhill            | 14.447               | 0.000               | 14.447                        | 0.377%                             | 2,193                   | 0.255%                             | 0.34007%                                                                                      | 0.11370%                                      |
| Highland Beach       | 2.516                | 0.000               | 2.516                         | 0.066%                             | 4,303                   | 0.499%                             | 0.19576%                                                                                      | 0.06545%                                      |
| Hypoluxo             | 0.000                | 0.000               | 0.000                         | 0.000%                             | 2,687                   | 0.312%                             | 0.09356%                                                                                      | 0.03128%                                      |
| Juno Beach           | 10.166               | 0.157               | 10.323                        | 0.269%                             | 3,883                   | 0.451%                             | 0.32364%                                                                                      | 0.10821%                                      |
| Jupiter              | 308.473              | 2.155               | 310.628                       | 8.100%                             | 61,333                  | 7.119%                             | 7.80560%                                                                                      | 2.60982%                                      |
| Jupiter Inlet Colony | 5.455                | 0.000               | 5.455                         | 0.142%                             | 400                     | 0.046%                             | 0.11350%                                                                                      | 0.03795%                                      |
| Lake Clarke Shores   | 25.658               | 0.000               | 25.658                        | 0.669%                             | 3,556                   | 0.413%                             | 0.59216%                                                                                      | 0.19799%                                      |
| Lake Park            | 60.089               | 1.231               | 61.320                        | 1.599%                             | 9,025                   | 1.048%                             | 1.43354%                                                                                      | 0.47931%                                      |
| Lake Worth Beach     | 205.897              | 0.500               | 206.397                       | 5.382%                             | 43,432                  | 5.041%                             | 5.27973%                                                                                      | 1.76529%                                      |
| Lantana              | 63.141               | 4.052               | 67.193                        | 1.752%                             | 12,244                  | 1.421%                             | 1.65283%                                                                                      | 0.55263%                                      |
| Loxahatchee Groves   | 109.934              | 0.000               | 109.934                       | 2.867%                             | 3,373                   | 0.391%                             | 2.12410%                                                                                      | 0.71020%                                      |
| Manalapan            | 4.896                | 0.000               | 4.896                         | 0.128%                             | 420                     | 0.049%                             | 0.10399%                                                                                      | 0.03477%                                      |
| Mangonia Park        | 16.637               | 0.000               | 16.637                        | 0.434%                             | 2,369                   | 0.275%                             | 0.38617%                                                                                      | 0.12912%                                      |
| North Palm Beach     | 58.853               | 4.532               | 63.385                        | 1.653%                             | 13,145                  | 1.526%                             | 1.61470%                                                                                      | 0.53988%                                      |
| Ocean Ridge          | 13.260               | 0.000               | 13.260                        | 0.346%                             | 1,830                   | 0.212%                             | 0.30576%                                                                                      | 0.10223%                                      |
| Pahokee              | 43.880               | 0.249               | 44.129                        | 1.151%                             | 5,607                   | 0.651%                             | 1.00073%                                                                                      | 0.33460%                                      |
| Palm Beach           | 84.546               | 1.324               | 85.870                        | 2.239%                             | 9,207                   | 1.069%                             | 1.88800%                                                                                      | 0.63125%                                      |
| Palm Beach Gardens   | 151.491              | 4.628               | 156.119                       | 4.071%                             | 61,517                  | 7.140%                             | 4.99173%                                                                                      | 1.66899%                                      |
| Palm Beach Shores    | 9.833                | 0.000               | 9.833                         | 0.256%                             | 1,309                   | 0.152%                             | 0.22506%                                                                                      | 0.07525%                                      |
| Palm Springs         | 77.160               | 0.000               | 77.160                        | 2.012%                             | 27,167                  | 3.153%                             | 2.35439%                                                                                      | 0.78719%                                      |
| Riviera Beach        | 162.863              | 0.505               | 163.368                       | 4.260%                             | 38,795                  | 4.503%                             | 4.33285%                                                                                      | 1.44870%                                      |
| Royal Palm Beach     | 152.059              | 0.000               | 152.059                       | 3.965%                             | 40,299                  | 4.677%                             | 4.17880%                                                                                      | 1.39719%                                      |
| South Bay            | 25.240               | 0.000               | 25.240                        | 0.658%                             | 4,958                   | 0.575%                             | 0.63335%                                                                                      | 0.21176%                                      |
| South Palm Beach     | 0.000                | 0.000               | 0.000                         | 0.000%                             | 1,469                   | 0.171%                             | 0.05115%                                                                                      | 0.01710%                                      |
| Tequesta             | 44.689               | 0.189               | 44.878                        | 1.170%                             | 6,179                   | 0.717%                             | 1.03432%                                                                                      | 0.34583%                                      |
| Wellington           | 382.394              | 0.000               | 382.394                       | 9.971%                             | 61,788                  | 7.172%                             | 9.13141%                                                                                      | 3.05310%                                      |
| West Palm Beach      | 503.170              | 30.870              | 534.040                       | 13.926%                            | 122,157                 | 14.179%                            | 14.00151%                                                                                     | 4.68143%                                      |
| TOTAL                | 3768.158             | 66.785              | 3834.943                      | 100%                               | 861,561                 | 100%                               | 100%                                                                                          | 33.4352%                                      |

\*\* Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not incuded in this summary

Calculation Legend:  
Value "A" = Individual municipality's percentage of total municipal lane miles  
Value "B" = Individual municipality's percentage of total municipal population  
Value "C" = 70% of Value "A" + 30% of Value "B"  
Value "D" = Value "C" x 33.4352 Municipal Split



## Exhibit B

### **Example for a hypothetical new municipality with a population of 40,000**

#### 2024 Distribution Formula:

|                                              |          |
|----------------------------------------------|----------|
| County Share                                 | 66.5648% |
| Municipalities' <u>TOTAL MUNICIPAL SHARE</u> | 33.4352% |

2024 Total Municipal Population = 861,561

New Municipality's 1<sup>st</sup> full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Finance

---

**ITEM #4:** Contingency Budget Amendment

**SUMMARY:** The staff is requesting that the Village Council consider a \$79,000 transfer from the Council Contingency within the General Fund Budget. If approved, this budget transfer will amend the following department budgets based on actual costs and estimated projections for the remainder of the fiscal year:

- **General Government:** \$32,000 to cover land and survey costs for potential property purchases, as well as advertising costs due to the previous advertising vendor going out of business.
- **Parks and Recreation:** \$14,000 for roof repairs on the LAB Building.
- **Library:** \$33,000 to cover the cost of replacement end caps for library shelving, which were initially budgeted for FY 2024 but will not be purchased until FY 2025.

After this transfer, the Council Contingency will have a remaining balance of \$421,000.

**FISCAL IMPACT:**

This transfer will result in a net decrease of \$79,000 to the Village Council budget, with corresponding increases to the following department budgets:

- General Government \$32,000
- Parks and Rec \$14,000
- Library \$33,000

This will not affect the total General Fund Budget

**ATTACHMENTS:**

1. Proposed Resolution No. 2025-10 Budget (Transfer) Amendment
2. Budget Amendment\_Council Contingency
3. Budget Ad Amendment 3\_Council Contingency

## **RESOLUTION NO. 2025-10**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A GENERAL APPROPRIATION BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE VILLAGE'S NECESSARY OPERATING EXPENSES FROM COUNCIL CONTINGENCY WITHIN THE GENERAL FUND BUDGET TO GENERAL GOVERNMENT, PARKS AND RECREATION AND THE LIBRARY FOR THE VILLAGE DURING THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palm Springs, Florida ("Village") previously adopted the FY 2024 Annual Operating Budget, pursuant to Ordinance No. 2024-07 on September 26, 2024; and

**WHEREAS**, the Village finds it is necessary and essential to amend the FY 2024-2025 Annual Operating Budget as set forth in this Resolution; and

**WHEREAS**, adoption of the FY 2024-2025 Amended Annual Operating Budget set forth herein serves a valuable public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA;**

**Section 1.** The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

**Section 2.** The funds and available resources and revenues, more specifically described in "Exhibit A", attached hereto and incorporated herein by reference, are appropriated to provide the funding for necessary operating and other expenses of departments of the Village for the fiscal year.

**Section 3.** The revenues and expenses as set forth in "Exhibit A" are hereby incorporated by reference and are hereby adopted as the amended budget for the FY 2024-2025.

Resolution No. 2025-10 – Budget Amendment

**Section 4.** This Resolution shall take effect immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                               | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|-------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KIM SCHMITZ, MAYOR PRO TEM    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this 13<sup>th</sup> day of FEBRUARY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
CHRISTY GODDEAU, VILLAGE ATTORNEY

VILLAGE OF PALM SPRINGS  
REQUEST FOR BUDGET TRANSFER OR AMENDMENT  
FISCAL YEAR 2024-2025

Transfer Number \_\_\_\_\_

| ACCOUNT NUMBER | LINE ITEM DESCRIPTION                       | CURRENT BUDGET | INCREASE     | DECREASE       | AMENDED BUDGET |
|----------------|---------------------------------------------|----------------|--------------|----------------|----------------|
| 01111-59900    | Contingency Account                         | 500,000.00     |              | (79,000.00)    | 421,000.00     |
| 01771-56300    | Improvements Other than buildings (Library) | 27,000.00      | 33,000.00    |                | 60,000.00      |
| 01772-54600    | Repair and Maintenance (Parks/Rec)          | 35,550.00      | 14,000.00    |                | 49,550.00      |
| 01119-53400    | Other Contractual Service (General Govt)    |                | 26,000.00    |                | 26,000.00      |
| 01119-54901    | Advertising (General Govt)                  | 6,000.00       | 6,000.00     |                | 12,000.00      |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
|                |                                             |                |              |                |                |
| TOTAL          |                                             | \$ 568,550.00  | \$ 79,000.00 | \$ (79,000.00) | \$ 568,550.00  |

EXPLANATION:

|                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prepared by: _____ Date: _____<br><br>Approved by: _____ Date: _____<br><br>Finance Reviewed: _____ Date: _____ | <div style="text-align: center;">           Approved<br/>           Denied _____<br/>           Village Manager         </div> <div style="text-align: right; margin-top: -10px;">           _____<br/>           Date         </div> <div style="margin-top: 10px;">           Approved by Council (Date of Meeting) _____<br/>           Processed by _____<br/>           Finance: _____ Date: _____         </div> |
|-----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| <p style="text-align: center;"><b>PROPOSED BUDGET</b><br/> <b>VILLAGE OF PALM SPRINGS - FISCAL YEAR 2024 - 2025</b><br/> <b>THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF PALM SPRINGS</b><br/> <b>ARE 13.5% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.</b></p> |                                |                         |                                          |                                 |                                  |                                                      |                                                       |                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------|------------------------------------------|---------------------------------|----------------------------------|------------------------------------------------------|-------------------------------------------------------|-------------------------------------|
| <b>ESTIMATED REVENUES:</b>                                                                                                                                                                                                                                                              | <b>MILLAGE<br/>PER \$1,000</b> | <b>GENERAL<br/>FUND</b> | <b>AMERICAN<br/>RESCUE<br/>PLAN FUND</b> | <b>PALM<br/>SPRINGS<br/>CRA</b> | <b>DEBT<br/>SERVICE<br/>FUND</b> | <b>WATER<br/>&amp; SEWER<br/>ENTERPRISE<br/>FUND</b> | <b>STORMWATER<br/>UTILITY<br/>ENTERPRISE<br/>FUND</b> | <b>TOTAL<br/>VILLAGE<br/>BUDGET</b> |
| Taxes:                                                                                                                                                                                                                                                                                  |                                |                         |                                          |                                 |                                  |                                                      |                                                       |                                     |
| <b>Ad Valorem Taxes</b>                                                                                                                                                                                                                                                                 | <b>3.5000</b>                  | \$6,969,944             |                                          | \$555,141                       |                                  |                                                      |                                                       | \$7,525,085                         |
| <b>Voted Debt Service Ad Valorem Tax</b>                                                                                                                                                                                                                                                | <b>0.2121</b>                  |                         |                                          |                                 | \$422,618                        |                                                      |                                                       | \$422,618                           |
| Sales and Use Taxes                                                                                                                                                                                                                                                                     |                                | \$3,101,441             |                                          |                                 |                                  |                                                      |                                                       | \$3,101,441                         |
| Utility Service Taxes                                                                                                                                                                                                                                                                   |                                | \$3,507,467             |                                          |                                 |                                  |                                                      |                                                       | \$3,507,467                         |
| Local Business Taxes                                                                                                                                                                                                                                                                    |                                | \$400,000               |                                          |                                 |                                  |                                                      |                                                       | \$400,000                           |
| Permits and Fees                                                                                                                                                                                                                                                                        |                                | \$3,574,118             |                                          |                                 |                                  |                                                      |                                                       | \$3,574,118                         |
| Intergovernmental Revenues                                                                                                                                                                                                                                                              |                                | \$4,975,849             |                                          | \$1,000,000                     |                                  |                                                      |                                                       | \$5,975,849                         |
| Charges for Services                                                                                                                                                                                                                                                                    |                                | \$3,424,059             |                                          |                                 |                                  | \$24,628,872                                         | \$532,442                                             | \$28,585,373                        |
| Fines and Forfeitures                                                                                                                                                                                                                                                                   |                                | \$296,200               |                                          |                                 |                                  | \$567,073                                            |                                                       | \$863,273                           |
| Miscellaneous Revenues                                                                                                                                                                                                                                                                  |                                | \$1,655,855             |                                          | \$19,500                        |                                  | \$1,341,000                                          | \$60,000                                              | \$3,076,355                         |
| <b>TOTAL SOURCES</b>                                                                                                                                                                                                                                                                    |                                | <b>\$27,904,933</b>     | <b>\$0</b>                               | <b>\$1,574,641</b>              | <b>\$422,618</b>                 | <b>\$26,536,945</b>                                  | <b>\$592,442</b>                                      | <b>\$57,031,579</b>                 |
| Transfers In                                                                                                                                                                                                                                                                            |                                | \$5,309,702             |                                          | \$2,412,479                     |                                  | \$423,937                                            | \$3,975,906                                           | \$12,122,024                        |
| Fund Balances/Reserves/Net Assets                                                                                                                                                                                                                                                       |                                | \$17,170,684            | \$6,435,383                              | \$742,243                       |                                  | \$11,863,345                                         |                                                       | \$36,211,655                        |
| <b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>                                                                                                                                                                                                                                         |                                | <b>\$50,385,319</b>     | <b>\$6,435,383</b>                       | <b>\$4,729,363</b>              | <b>\$422,618</b>                 | <b>\$38,824,227</b>                                  | <b>\$4,568,348</b>                                    | <b>\$105,365,258</b>                |
| <b>EXPENDITURES/EXPENSES:</b>                                                                                                                                                                                                                                                           | <b>MILLAGE<br/>PER \$1,000</b> | <b>GENERAL<br/>FUND</b> | <b>AMERICAN<br/>RESCUE<br/>PLAN FUND</b> | <b>PALM<br/>SPRINGS<br/>CRA</b> | <b>DEBT<br/>SERVICE<br/>FUND</b> | <b>WATER<br/>&amp; SEWER<br/>ENTERPRISE<br/>FUND</b> | <b>STORMWATER<br/>UTILITY<br/>ENTERPRISE<br/>FUND</b> | <b>TOTAL<br/>VILLAGE<br/>BUDGET</b> |
| Legislative                                                                                                                                                                                                                                                                             |                                | \$715,390               |                                          |                                 |                                  |                                                      |                                                       | \$715,390                           |
| Executive                                                                                                                                                                                                                                                                               |                                | \$1,339,978             |                                          |                                 |                                  |                                                      |                                                       | \$1,339,978                         |
| Finance                                                                                                                                                                                                                                                                                 |                                | \$1,053,710             |                                          |                                 |                                  |                                                      |                                                       | \$1,053,710                         |
| Legal                                                                                                                                                                                                                                                                                   |                                | \$225,000               |                                          |                                 |                                  |                                                      |                                                       | \$225,000                           |
| Human Resources                                                                                                                                                                                                                                                                         |                                | \$652,789               |                                          |                                 |                                  |                                                      |                                                       | \$652,789                           |
| Information Technology                                                                                                                                                                                                                                                                  |                                | \$1,400,719             |                                          |                                 |                                  |                                                      |                                                       | \$1,400,719                         |
| General Government                                                                                                                                                                                                                                                                      |                                | \$638,774               |                                          |                                 |                                  |                                                      |                                                       | \$638,774                           |
| Planning, Zoning & Building                                                                                                                                                                                                                                                             |                                | \$2,243,930             |                                          |                                 |                                  |                                                      |                                                       | \$2,243,930                         |
| Law Enforcement                                                                                                                                                                                                                                                                         |                                | \$26,809,606            |                                          |                                 |                                  |                                                      |                                                       | \$26,809,606                        |
| Sanitation                                                                                                                                                                                                                                                                              |                                | \$1,759,667             |                                          |                                 |                                  |                                                      |                                                       | \$1,759,667                         |
| Water and Sewer Utility                                                                                                                                                                                                                                                                 |                                |                         |                                          |                                 |                                  | \$35,918,567                                         |                                                       | \$35,918,567                        |
| Stormwater Utility                                                                                                                                                                                                                                                                      |                                |                         |                                          |                                 |                                  |                                                      | \$4,568,348                                           | \$4,568,348                         |
| Public Works                                                                                                                                                                                                                                                                            |                                | \$7,211,080             |                                          |                                 |                                  |                                                      |                                                       | \$7,211,080                         |
| Community Redevelopment Agency                                                                                                                                                                                                                                                          |                                |                         |                                          | \$4,729,363                     |                                  |                                                      |                                                       | \$4,729,363                         |
| Economic Development                                                                                                                                                                                                                                                                    |                                |                         |                                          |                                 |                                  |                                                      |                                                       | \$0                                 |
| Library                                                                                                                                                                                                                                                                                 |                                | \$1,131,154             |                                          |                                 |                                  |                                                      |                                                       | \$1,131,154                         |
| Parks and Recreation                                                                                                                                                                                                                                                                    |                                | \$1,960,363             |                                          |                                 |                                  |                                                      |                                                       | \$1,960,363                         |
| Special Events                                                                                                                                                                                                                                                                          |                                | \$250,950               |                                          |                                 |                                  |                                                      |                                                       | \$250,950                           |
| Debt Service                                                                                                                                                                                                                                                                            |                                |                         |                                          |                                 | \$422,618                        | \$211,228                                            |                                                       | \$633,846                           |
| <b>TOTAL EXPENDITURES/EXPENSES</b>                                                                                                                                                                                                                                                      |                                | <b>\$47,393,110</b>     | <b>\$0</b>                               | <b>\$4,729,363</b>              | <b>\$422,618</b>                 | <b>\$36,129,795</b>                                  | <b>\$4,568,348</b>                                    | <b>\$93,243,234</b>                 |
| Transfers Out                                                                                                                                                                                                                                                                           |                                | \$2,992,209             | \$6,435,383                              |                                 |                                  | \$2,694,432                                          |                                                       | \$12,122,024                        |
| Fund Balances/Reserves/Net Assets                                                                                                                                                                                                                                                       |                                |                         |                                          |                                 |                                  |                                                      |                                                       | \$0                                 |
| <b>TOTAL APPROPRIATED EXPENDITURES,<br/>TRANSFERS, RESERVES &amp; BALANCES</b>                                                                                                                                                                                                          |                                | <b>\$50,385,319</b>     | <b>\$6,435,383</b>                       | <b>\$4,729,363</b>              | <b>\$422,618</b>                 | <b>\$38,824,227</b>                                  | <b>\$4,568,348</b>                                    | <b>\$105,365,258</b>                |

The tentative, adopted and/or final budgets are on file in the office of the above mentioned taxing authority as a public record.



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Public Works

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**ITEM #5:** Resolution No. 2025-12 CDBG Solar Lighting Improvements Project on Lakewood Road Phase 2 (CDBG Funded TO #311)

**SUMMARY:** The Village has received approval to install 18 new solar lighting poles along Lakewood Road between Kirk Road and Davis Road. This initiative is funded by the Community Development Block Grant (CDBG) program for Fiscal Year 2025. The new solar lights are expected to enhance safety for pedestrians, cyclists, motorists, and law enforcement along this corridor.

On November 26, 2024, the Village advertised ITB #2025B-005— Lakewood Road Solar Lighting Improvements Project Phase 2. Five (5) proposals were received after the bids were opened on January 9, 2025.

|                              |            |
|------------------------------|------------|
| RMJ Contractors              | 133,000.00 |
| Creative Contracting Group   | 223,000.00 |
| Florida Lighting Maintenance | 189,266.65 |
| Champs Pro Services          | 185,350.20 |
| Signal Technology Inc.       | 336,465.91 |

RMJ Contractors is being recommended to award the project as the lowest, most responsive, and most responsible bidder. The total cost for this project is \$133,000.00, with funding coming from CDBG funds (total FY25 allocation is \$139,194). Task Order #311.

**FISCAL IMPACT:**

The project is being fully funded by CDBG grant funds for Task Order #311, Account #01441-56300.

**ATTACHMENTS:**

1. Proposed Resolution No. 2025-12 RMJ Contractors
2. AGREEMENT - RMJ Contractors
3. Bid Tabulation Sheet - Solar Lighting Phase 2
4. Full Bid Submittal - RMJ

## **RESOLUTION 2025-12**

**A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE AN AGREEMENT WITH RMJ CONTRACTORS FOR AN AMOUNT NOT TO EXCEED \$139,500 FOR THE INSTALLATION OF EIGHTEENTH (18) NEW SOLAR LIGHTING POLES ALONG LAKEWOOD ROAD BETWEEN KIRK ROAD AND DAVIS ROAD AS PART OF THE FY25 CDBG PROJECT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palm Springs must install eighteenth (18) new solar LED lighting poles with fixtures along Lakewood Road from Kirk Road to Davis Road; and

**WHEREAS**, Public Works advertised ITB No. 2025B-005 – CDBG Solar Lighting Improvement Project Phase 2 on Lakewood Road (Task Order #311) - in the Palm Beach Post and Sun Sentinel on November 26, 2024; and

**WHEREAS**, the Solar Lighting Improvement Project Phase 2 (TO #311), is funded with CDBG grant funds for \$139,500 and is expected to be complete within 90 days of the Notice to Proceed; and

**WHEREAS**, RMJ Contractors, located at 17715 Bridle Court, Jupiter Florida, 33478, submitted a proposal on January 09, 2025, to install eighteenth (18) LED lighting poles with fixtures along Lakewood Road from Kirk Road to Davis Road; and

**WHEREAS**, the staff have reviewed and considered the proposal from RMJ Contractors and find that it is in the village's best interest to approve the agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1:** Village of Palm Springs approves the agreement with RMJ Contractors (TO #311) for construction services in the amount not to exceed \$139,5000



for the installation of eighteenth (18) solar LED light poles with fixtures along Lakewood Road from Kirk Road to Davis Road attached hereto as "Exhibit A".

**Section 2:** This resolution shall become effective immediately upon its passage and adoption. Council Member \_\_\_\_\_ offered the foregoing Resolution. Council Member \_\_\_\_\_ seconded the motion, and upon being put to the vote, the vote was as follows:

|                               | Aye                      | Nay                      | Absent                   |
|-------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KIM SCHMITZ, MAYOR PRO TEM    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Resolution duly passed and adopted this 13<sup>th</sup> day of FEBRUARY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA BY:

BY: \_\_\_\_\_

BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY BY:

BY: \_\_\_\_\_  
CHRISTY GODDEAU, VILLAGE ATTORNEY

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and  
RMJ Contractors ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 - WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Furnish and Install eighteen (18) solar LED light poles with fixtures along Lakewood Road from Kirk Road to Davis Road.

**ARTICLE 2 - THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Furnish and Install eighteen (18) solar LED light poles with fixtures along Lakewood Road from Kirk Road to Davis Rd.

**ARTICLE 3 - ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by Village of Palm Springs.
- 3.02 The Owner has retained N/A ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

**4.01 *Time of the Essence***

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 *Contract Times: Days***

- A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

**4.03 *Liquidated Damages***

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any

extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

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#### 4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

### ARTICLE 5 - CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of: \$ N/A .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Unit Price Work |                     |      |                    |            |                |
|-----------------|---------------------|------|--------------------|------------|----------------|
| Item No.        | Description         | Unit | Estimated Quantity | Unit Price | Extended Price |
| 1               | MOBILIZATION        | LS   | 1                  | 12,000.00  | 12,000.00      |
| 2               | BONDS AND INSURANCE | LS   | 1                  | 6,500.00   | 6,500.00       |

| Unit Price Work                                                                                           |                                 |      |                    |            |                |
|-----------------------------------------------------------------------------------------------------------|---------------------------------|------|--------------------|------------|----------------|
| Item No.                                                                                                  | Description                     | Unit | Estimated Quantity | Unit Price | Extended Price |
| 3                                                                                                         | MAINTENANCE OF TRAFFIC          | LS   | 1                  | 3,000.00   | 3,000.00       |
| 4                                                                                                         | F&I SOLAR STREET LIGHT ASSEMBLY | EA   | 18                 | 5,750.00   | 103,500.00     |
| 5                                                                                                         | SITE RESTORATION                | LS   | 1                  | 3,000.00   | 3,000.00       |
| 6                                                                                                         | CONTINGENCY ALLOWANCE           | LS   | 1                  | 5,000.00   | 5,000.00       |
|                                                                                                           |                                 |      |                    |            |                |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) |                                 |      |                    |            | \$133,000.00   |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$133,000.00.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 - PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

**6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 - INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 14, inclusive).
  - 2. Performance bond (pages 1 to 2, inclusive).
  - 3. Payment bond (pages 1 to 2, inclusive).
  - 4. Other bonds.
    - a.      (pages      to     , inclusive).
    - b.      (pages      to     , inclusive).
    - c.      (pages      to     , inclusive).

*Such other bonds might include maintenance or warranty bonds intended to manage risk after completion of the Work.*

- 5. General Conditions (pages 1 to 65, inclusive).
- 6. Supplementary Conditions (pages 1 to 10, inclusive).
- 7. Specifications as listed in the table of contents of the Project Manual.
- 8. Drawings (not attached but incorporated by reference) consisting of N/A sheets with each sheet bearing the following general title:      [or] the Drawings listed on the attached sheet index.
- 9. Addenda (numbers 1 to 1, inclusive).
- 10. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 75, inclusive).
  - b. Wage Decision FL20240130 dated 11/01/2024 HEAVY
  - c. Requirements for Federally Funded Projects Part 1 and 2
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### *10.06 Indemnity*

- A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend



vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

- C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

#### *10.07 Governing Law and Remedies*

- A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.
- B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### *10.08 Office of the Inspector General*

- A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

#### *10.09 Public Records*

- A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:
  - 1. Keep and maintain public records required by the Village to perform the service.
  - 2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village 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 Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

#### *10.10 Insurance*

- A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law and Regulations:
  1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:
    - a. State Statutory
    - b. Applicable Federal Statutory
    - c. Employer Liability:

|                                         |             |
|-----------------------------------------|-------------|
| Bodily injury, each accident            | \$1,000,000 |
| Bodily injury by disease, each employee | \$500,000   |
| Bodily injury/disease aggregate         | \$1,000,000 |
    - d. Foreign voluntary worker compensation Statutory
  1. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:
    - a. General Aggregate \$2,000,000
    - b. Products – Completed Operations Aggregate \$2,000,000
    - c. Personal and Advertising Injury \$1,000,000
    - d. Each Occurrence \$1,000,000  
(Bodily Injury and Property Damage)
  3. Automobile Liability under paragraph 6.03.D of the General Conditions:
    - a. Bodily Injury:

|             |           |
|-------------|-----------|
| Each Person | \$500,000 |
|-------------|-----------|

- |    |                  |             |
|----|------------------|-------------|
|    | Each Accident    | \$1,000,000 |
| b. | Property Damage: |             |
|    | Each Incident    | \$1,000,000 |
2. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:
    - a. Excess or Umbrella Liability
      - 1) General Aggregate \$5,000,000
      - 2) Each Occurrence \$1,000,000
  3. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:
    - a. Contractor's Pollution Liability
      - 1) General Aggregate \$2,000,000
      - 2) Each Occurrence \$1,000,000
  4. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):
    - a. Village of Palm Springs

#### *10.11 Audit by Village*

- A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

#### *10.12 Copies of Data/Documents*

- A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

#### *10.13 Ownership*

- A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

#### *10.14 Limitations of Liability*

- A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

#### *10.15 Enforcement Costs*

- A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

#### *10.16 Copyrights and/or Patent Rights*

- A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

#### *10.17 Protection of Property*

- A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

#### *10.18 Damage to Persons or Property*

- A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

#### *10.19 Discrimination*

- A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

#### *10.20 Construction Defects*

- A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

#### *10.21 Public Entity Crimes*

- A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

#### *10.22 Scrutinized Companies*

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### *10.23 E-Verify*

- A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:
  - 1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;
  - 2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
  - 3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
  - 4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;
  - 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE TO FOLLOW**

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

License No.: CBC1267120  
(where applicable)



**ITB 2025B-005**  
**Lakewood Road Solar Lighting Project Phase 2**  
**Virtual E-Bid Submittal Deadline- January 09, 2025 at 2:00 p.m.**  
**Virtual E-Bid Opening - January 09, 2025 at 2:30 p.m.**

**Staff Present:** Sylvia Ward, Procurement Manager  
Kim Wynn, Village Clerk

**Meeting Start:** 2:30pm

**Meeting End:** 2:31pm

| Name                         | Email                              | Address                                                | Lump Sum      |
|------------------------------|------------------------------------|--------------------------------------------------------|---------------|
| Champs Pro Services          | proservices@solarchampsfl.com      | 1315 N Federal Hwy, Hollywood, Florida 33020           | \$ 185,350.20 |
| Signal Technology Inc        | btsang@sti-fl.com                  | 3500 Park Central Blvd N, Pompano Beach, Florida 33064 | \$ 336,465.91 |
| Creative Contracting Group   | creativecontractor@comcast.net     | 3141 Fortune Way S-16, Wellington, Florida 33414       | \$ 223,000.00 |
| Florida Lighting Maintenance | flm@floridalightingmaintenance.com | 886 S. Packinghouse Rd, Sarasota, Florida 34232        | \$ 189,266.65 |
| RMJ Maintenance Corp         | julio@rmjfl.com                    | 17715 Bridle Ct, Jupiter, Florida 33478                | \$ 133,000.00 |



## SECTION 00400

### BID SUBMISSION CHECKLIST

Project Name: Lakewood Road Solar Lighting Improvements Project Phase

2 Bid Number: 2025B-005

Bidders Name: RMJ CONTRACTORS

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist
2. ☒ Completed Section 00410 - Bid Form
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. ☒ Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. ☒ Completed Section 00440 - Florida Trench Safety Act Certification
6. ☒ Completed Section 00451 - Qualifications Statement
7. ☒ Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. ☒ Completed Section 00453 - Non-Collusive Affidavit
9. ☒ Completed Section 00454 - Drug-Free Workplace Certificate
10. ☒ Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. ☒ Completed Section 00456 - Scrutinized Companies
12. ☒ Completed Section 00457 – Vendor Conflict of Interest Disclosure Statement
13. ☒ Completed Section 00458 – Anti-Human Trafficking Affidavit
14. ☒ Non-Collusion Affidavit of Prime Bidder
15. ☒ Anti-Kickback Affidavit
16. ☒ Certification of Eligibility of General Contractor
17. ☒ Certification of Nonsegregated Facilities
18. ☒ E-Verify Form
19. ☒ Workforce Projection

20. ✓ Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.
21. ✓ Submit bid documents via Demandstar.com online system.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

## BID FORM

### ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted (via Demandstar) to:

***VILLAGE OF PALM SPRINGS***

***226 Cypress Lane, Palm Springs, FL 33461***

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>#1</u>           | <u>12/18/24</u>       |
| <u> </u>            | <u> </u>              |
| <u> </u>            | <u> </u>              |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and



4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

#### BID FORM

| ITEM NO.  | DESCRIPTION                                                                  | UNIT | EST. QTY | BID UNIT PRICE | BID PRICE |
|-----------|------------------------------------------------------------------------------|------|----------|----------------|-----------|
| 1         | MOBILIZATION                                                                 | LS   | 1        | 12,000         | 12,000    |
| 2         | BONDS AND INSURANCE                                                          | LS   | 1        | 6,500          | 6,500     |
| 3         | MAINTENANCE OF TRAFFIC                                                       | LS   | 1        | 3,000          | 3,000     |
| 4         | FURNISH AND INSTALL SOLAR STREET LIGHT ASSEMBLY – FONROCHE OR APPROVED EQUAL | EA   | 18       | 5,750          | 103,500   |
| 5         | SITE RESTORATION                                                             | LS   | 1        | 3,000          | 3,000     |
| 6         | CONTINGENCY ALLOWANCE                                                        | LS   | 1        | 5,000          | 5,000.00  |
|           |                                                                              |      |          |                |           |
| BID TOTAL |                                                                              |      |          | \$ 133,000.00  |           |

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Unit Price Bids = Total Bid Price

\$ 133,000.00

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: CBC1267120 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with supporting data; and
- H. Non-Collusion Affidavit of Prime Bidder
- I. Anti-Kickback Affidavit
- J. Certification of Eligibility of General Contractor
- K. Certification of Nonsegregated Facilities
- L. E-Verify Form
- M. Workforce Projection

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

RMJ CONTRACTORS

By:

*[Signature]*

*[Printed name]*

JULIO OLIVEROS

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

RICARDO OLIVEROS

Title:

SECRETARY

Submittal Date:

1/9/25

Address for giving notices:

17715 BRIDLE COURT

JUPITER FL 33478

Telephone Number: 561-506-0555

Fax Number:

Contact Name and e-mail address: JULIO OLIVEROS

JULIO@RMJFL.COM

Bidder's License No.: CBC1267120

(where applicable)

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*



# Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-584-8200 • www.vpsfl.org

**2025B-004**

## Lakewood Road Solar Improvements Project Phase 2

### Addendum No. 1

**December 18, 2024**

---

**BIDS DUE: 2:00 PM, Local Time, January 9, 2025**

---

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the Lakewood Road Solar Improvements Project Phase 2, fully and completely as if the same were fully set forth herein.

#### IN THE BIDDER REQUIREMENTS

1. Section Bid Advertisement:

**Delete:**

Sealed Bids for the construction of the Lakewood Road Solar Lighting Improvements Phase 2 must be received, by the Village of Palm Springs, via online submission on Demandstar.com, until 2:00 PM local time on Friday, December 27<sup>th</sup>, 2024. At **2:30 PM** all Bids received will be publicly opened and read.

**Replace with:**

Sealed Bids for the construction of the Lakewood Road Solar Lighting Improvements Phase 2 must be received, by the Village of Palm Springs, via online submission on Demandstar.com, until **2:00 PM** local time on Thursday, January 9<sup>th</sup>, 2025. At **2:30 PM** all Bids received will be publicly opened and read

Receipt acknowledged and conditions agreed to the 18<sup>TH</sup> day of December, 2024.

RMS CONTRACTORS

Bidder

JULIO OLIVEROS

By



ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

## ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

**Question 1:** What is the estimated budget?

**Response 1:** \$150,000.00

**Question 2:** Could we bid this job for you at wholesale cost?

**Response 2:** *All bidders are welcome to participate. Documents are available at [www.demandstar.com](http://www.demandstar.com); once registered please select Village of Palm Springs as the entity.*

**Question 3:** What is the process for getting approved as an alternate for this bid?

**Response 3:** *The process for approval and review of substitutions is outlined in the bid documents - Instructions to Bidders --> Article 11, as well as in the General Conditions --> Section 7.04 and 7.05.*

**Question 4:** First Light Technologies Ltd. (supplier) has submitted a formal request for an approved equal product to the specified light pole product. Will this proposed alternative be acceptable?

**Response 4:** *Upon review of the proposed alternative product, the Village cannot accept the alternative product in accordance with the General Conditions, Section 7.04, as the product does not meet the warranty requirements, has a different appearance and design characteristics than the specified product in the Invitation to Bid.*

**Question 5:** GridShift Solar Lighting (supplier) has submitted a formal request for an approved equal product to the specified light pole product. Will this proposed alternative be acceptable?

**Response 5:** *Upon review of the proposed alternative product, the Village cannot accept the alternative product in accordance with the General Conditions, Section 7.04, as the product has a different appearance and design characteristic than the specified product in the Invitation to Bid. The project is a continuation (Phase 2) of Lakewood Road and the installation of 2 different manufacturers of solar light poles will be obvious as the work is adjacent to previously installed solar light poles.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                        |                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>The Hilb Group of Florida<br>5850 TG Lee Boulevard<br>Suite 340<br>Orlando FL 32822 | <b>CONTACT NAME:</b> Cassandra Thompson<br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b> cthompson@hilbgroup.com<br><b>FAX (A/C, No):</b>                                                                          |
| <b>INSURED</b><br>RMJ Maintenance Corp<br>187 Duke Dr<br>Lake Worth FL 33460                           | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Hiscox Insurance Company Inc.<br><b>INSURER B:</b> Normandy Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                                        | <b>NAIC #</b><br>13012                                                                                                                                                                                                      |

**COVERAGES****CERTIFICATE NUMBER:** 24-25 Master**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |                                                      | P100.713.483.7 | 11/07/2024              | 11/07/2025                         | EACH OCCURRENCE \$ 1,000,000                                                    |
|          |                                                                                                                                                                                                                                                                                                                        |                                              | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              | MED EXP (Any one person) \$ 5,000                    |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              | PERSONAL & ADV INJURY \$ 1,000,000                   |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         | GENERAL AGGREGATE \$ 2,000,000     |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         | PRODUCTS - COMP/OP AGG \$ INCLUDED |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    | \$                                                                              |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                      |                                              |                                                      |                |                         |                                    | COMBINED SINGLE LIMIT (Ea accident) \$                                          |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    | BODILY INJURY (Per person) \$                                                   |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    | \$                                                                              |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                     |                                              |                                                      |                |                         |                                    | EACH OCCURRENCE \$                                                              |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    | AGGREGATE \$                                                                    |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    | \$                                                                              |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y/N<br><input checked="" type="checkbox"/> N | N/A                                                  | NHFL0111092024 | 11/07/2024              | 11/07/2025                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          |                                                                                                                                                                                                                                                                                                                        |                                              | E.L. EACH ACCIDENT \$ 500000                         |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              | E.L. DISEASE - EA EMPLOYEE \$ 500000                 |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              | E.L. DISEASE - POLICY LIMIT \$ 500000                |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                              |                                                      |                |                         |                                    |                                                                                 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Julio C Oliveros, Lic# CBC1267120, is covered under this this State of Florida Insurance policy.

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County c/o Contractors Certification Division  
2300 N Jog Rd, 2nd Floor  
Suite 2W-61  
West Palm Beach FL 33411-2741

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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/09/2024

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|                                                                                                        |                                                                                                                                                                                                                             |
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| <b>PRODUCER</b><br>The Hilb Group of Florida<br>5850 TG Lee Boulevard<br>Suite 340<br>Orlando FL 32822 | <b>CONTACT NAME:</b> Cassandra Thompson<br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b> cthompson@hilbgroup.com<br><b>FAX (A/C, No):</b>                                                                          |
| <b>INSURED</b><br>RMJ Maintenance Corp<br>187 Duke Dr<br>Lake Worth FL 33460                           | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Hiscox Insurance Company Inc.<br><b>INSURER B:</b> Normandy Insurance Company<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                                        | <b>NAIC #</b><br>13012                                                                                                                                                                                                      |

**COVERAGES****CERTIFICATE NUMBER:** 24-25 Master**REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD                                      | SUBR WVD                                             | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY)            | LIMITS                                                                          |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------|----------------|-------------------------|------------------------------------|---------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                |                                                      | P100.713.483.7 | 11/07/2024              | 11/07/2025                         | EACH OCCURRENCE \$ 1,000,000                                                    |
|          |                                                                                                                                                                                                                                                                                                                        |                                                | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                | MED EXP (Any one person) \$ 5,000                    |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                | PERSONAL & ADV INJURY \$ 1,000,000                   |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         | GENERAL AGGREGATE \$ 2,000,000     |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         | PRODUCTS - COMP/OP AGG \$ INCLUDED |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    | \$                                                                              |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                      |                                                |                                                      |                |                         |                                    | COMBINED SINGLE LIMIT (Ea accident) \$                                          |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    | BODILY INJURY (Per person) \$                                                   |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    | BODILY INJURY (Per accident) \$                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    | PROPERTY DAMAGE (Per accident) \$                                               |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    | \$                                                                              |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                                     |                                                |                                                      |                |                         |                                    | EACH OCCURRENCE \$                                                              |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    | AGGREGATE \$                                                                    |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    | \$                                                                              |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                          | Y / N<br><input checked="" type="checkbox"/> N | N / A                                                | NHFL0111092024 | 11/07/2024              | 11/07/2025                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          |                                                                                                                                                                                                                                                                                                                        |                                                | E.L. EACH ACCIDENT \$ 500000                         |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                | E.L. DISEASE - EA EMPLOYEE \$ 500000                 |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                | E.L. DISEASE - POLICY LIMIT \$ 500000                |                |                         |                                    |                                                                                 |
|          |                                                                                                                                                                                                                                                                                                                        |                                                |                                                      |                |                         |                                    |                                                                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                      |                                                                                                                                                                                                               |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Village of Palm Springs<br>226 Cypress Lane<br>Palm Springs FL 33461 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

|                      |                                                                |
|----------------------|----------------------------------------------------------------|
| <b>PROJECT NAME:</b> | Village of Palm Springs - Lakewood Rd. Street Lighting Phase 2 |
|----------------------|----------------------------------------------------------------|

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

**1. General Requirements:**

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts
- Other Requirements: E-Verify Employment Eligibility

**2. Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

**3. Forms for the successful bidder, to be submitted after contract award:**

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

**4. Reports to be submitted to DHED by Subrecipient/ Contractor after contract award:**

- Contract Award Report (HUD Form 2516) to be submitted as follows:
  - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
  - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

**5. Davis-Bacon Act:**

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

|                              |                                   |
|------------------------------|-----------------------------------|
| <b>Wage Decision(s) No.:</b> | FL20240130 Mod 3 11/01/2024 Heavy |
|------------------------------|-----------------------------------|



**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**  
**TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**  
**(EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Timetables    | Goals for minority participation<br>for each trade | Goals for female participation<br>in each trade |
|---------------|----------------------------------------------------|-------------------------------------------------|
|               | 22.4%                                              | 6.9%                                            |
| Area covered: | Palm Beach County                                  | All trades for the life of the project          |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**  
**FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS**  
**(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.



4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.



- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.  
Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



**BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

**1. BID GUARANTEE**

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

**2. PERFORMANCE BOND**

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**3. PAYMENT BOND**

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

\*\*\*\*\*

**SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

\*\*\*\*\*

**NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

\*\*\*\*\*

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.



**SECTION 3 CLAUSE**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
6. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

\*\*\*\*\*

**WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS**

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

**LEAD-BASED PAINT POISONING PREVENTION ACT**

References: - 24 CFR Part 570  
- 24 CFR Part 35  
- Lead-Based Paint Poisoning Prevention Act, as amended  
- Residential Lead-Based Paint Hazard Reduction Act of 1992  
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities.

In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

\* \* \* \* \*

**COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

\* \* \* \* \*



**OTHER REQUIREMENTS**

**E-VERIFY EMPLOYMENT ELIGIBILITY**

Pursuant to section 448.095, Florida Statutes, Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of a copy of their proof of registration in the E-Verify system.

If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

The contractor shall maintain a copy of such affidavit for the duration of the contract.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.

A public employer that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.

A contract terminated under subparagraph 1. or subparagraph 2. is not a breach of contract and may not be considered as such.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

BEFORE ME, the undersigned authority, personally appeared JULIO OLIVEROS, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is PRESIDENT of RMJ CONTRACTORS, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: 2025B-005 Project Name: LAKEWOOD RD SOLAR LIGHTING PHASE 2

- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: \_\_\_\_\_

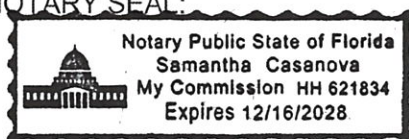
STATE OF FLORIDA  
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, this 9<sup>th</sup> day of January, 2025 by

Julio Oliveros, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: \_\_\_\_\_

Notary Name: \_\_\_\_\_

Notary Public-State of Florida

Commission No. HH 621834

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared JULIO OLIVEROS, who, after being by me first duly sworn, deposes and says:

(1) I am PRESIDENT of RMJ CONTRACTORS, the bidder that has submitted a proposal to perform work for the following project:

Contract #: 2025B-005 Project Name: LAKEWOOD RD SOLAR LIGHTING PHASE 2

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, VILLAGE OF PALM SPRINGS as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: \_\_\_\_\_

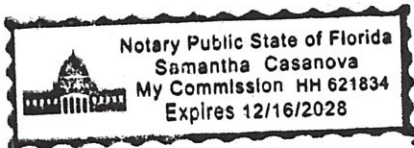
STATE OF FLORIDA  
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, this 9<sup>th</sup> day of January, 2025 by

Julio Oliveros, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: \_\_\_\_\_

Notary Name: Samantha Casanova  
Notary Public-State of Florida

Commission No. HH 621834



**CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR**

BEFORE ME, the undersigned authority, personally appeared JULIO OLIVEROS, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) He/she is the PRESIDENT of RMJ CONTRACTORS, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CBC1267120 Expiration Date: 8/31/2026  
who submitted a proposal to perform work for the following project:

Contract #: 2025B-005 Project Name: LAKEWOOD RD SOLAR LIGHTING PHASE 2

- (2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 09th day of January, 2025 by

Julio Oliveros, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification.



Notary Signature: \_\_\_\_\_

Notary Name: Samantha Casanova  
Notary Public-State of Florida

Commission No. HH 621834

**CERTIFICATION OF NONSEGREGATED FACILITIES**

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: LAKEWOOD ROAD SOLAR LIGHTNING PHASE 2

Company Name and Address: RMJ CONTRACTORS

17715 BRIDLE COURT

JUPITER FL 33478

Signature



JULIO OLIVEROS, PRESIDENT

Name and Title

1/9/25

Date



WORKFORCE PROJECTION

|                      |                                                                |
|----------------------|----------------------------------------------------------------|
| <b>PROJECT NAME:</b> | Village of Palm Springs - Lakewood Rd. Street Lighting Phase 2 |
|----------------------|----------------------------------------------------------------|

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- ☐ Asphalt Distributor
- ☐ Asphalt Paving Machine
- ☐ Asphalt Screed
- ☐ Backhoe
- ☐ Boom Auger Operator
- ☐ Bulldozer
- ☐ Concrete Curb Machine Operator
- ☐ Concrete Joint Saw Operator
- ☐ Concrete Pump
- ☒ Cranes with boom length less than 150 ft
- ☐ Cranes with boom length 150 ft and over
- ☐ Cranes, all tower cranes, and all
- ☐ Derrick, or Dragline
- ☐ Earthmover
- ☐ Excavator
- ☐ Forklift
- ☐ Front End Loader
- ☐ Grader/Blade
- ☐ Guardrail Erector
- ☐ Guardrail Erector
- ☐ Guardrail Post Driver
- ☐ Mechanic (type: \_\_\_\_\_)
- ☐ Milling Machine Grade Checker
- ☐ Milling Machine Operator
- ☐ Motor Grader
- ☐ Mulching Machine
- ☐ Oiler, Greaseman
- ☐ Pavement Striping Machine
- ☐ Pavement Striping Machine Nozzleman
- ☐ Pile driver
- ☐ Power Sub-grade Mixer
- ☐ Roller
- ☐ Scraper
- ☐ Sign Erector
- ☒ Small Tool Operator
- ☐ Tractor
- ☐ Trenching Machine
- ☐ Truck Driver (type: \_\_\_\_\_)
- ☐ Other:
- ☐ Other:

OTHER WORK CLASSIFICATIONS

- ☐ Acoustical Tile Installer
- ☐ Air Tool Operators
- ☐ Asphalt Rakers
- ☐ Bricklayer/Brickmason/Blocklayer
- ☐ Carpenter
- ☐ Cement Mason/Concrete Finisher
- ☐ Drywall Hanger
- ☐ Drywall Finisher/Taper
- ☐ Electrician
- ☐ Elevator Mechanic
- ☐ Fence Erector
- ☐ Form Setter
- ☐ Glazier
- ☐ Grade Checker
- ☐ HVAC Mechanic (type: \_\_\_\_\_)
- ☐ Ironworker - Ornamental
- ☐ Ironworker - Reinforcing
- ☐ Ironworker - Structural
- ☒ Laborer - Common or General
- ☐ Laborer - Roof Tear off
- ☐ Landscape and Irrigation laborer
- ☐ Lather
- ☐ Mason Tenders
- ☐ Painter
- ☐ Pipefitter (excluding HVAC pipe work)
- ☐ Pipelayer
- ☐ Plasterer
- ☐ Plasterers Tenders
- ☐ Plumber (excluding HVAC pipe)
- ☐ Plumber (including HVAC pipe)
- ☐ Roofer (including built-up, composition and single ply)
- ☐ Sheet Metal Worker (including HVAC duct work)
- ☐ Sprinkler Fitter (fire sprinkler)
- ☐ Terrazzo Worker Mechanic
- ☐ Tile Setter
- ☐ Traffic Control Specialist
- ☐ Traffic Signalization - Installer
- ☐ Traffic Signalization - Mechanic
- ☐ Unskilled Laborer
- ☐ Welder
- ☐ Other:

Submitted by: \_\_\_\_\_

Date: 1/9/25

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

**(SUBCONTRACTORS)**

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: \_\_\_\_\_

Subcontractor Name: NONE

Address: \_\_\_\_\_

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By:

Julio Oliveros President  
Name and Title

  
Signature

1/9/25  
Date



## BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

RMJ Maintenance Corp

187 Duke Dr, Lake Worth, FL 33460

**SURETY (Name, and Address of Principal Place of Business):**

The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, Massachusetts 02116

**OWNER (Name and Address):**

Village of Palm Springs, FL

226 Cypress Lane, Palm Springs, FL 33461

**BID**

Bid Due Date: January 9, 2025

Description (Project Name—Include Location): 2025B-005 Lakewood Road Solar Improvements Project  
Phase 2 (CDBG)

**BOND**

Bond Number: **BID-0027838**

Date: January 6, 2025

Penal sum Five Percent of Bid Amount

(Words)

5% of Bid Amount

(Figures)

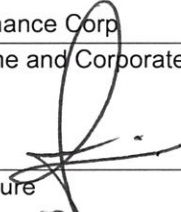
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

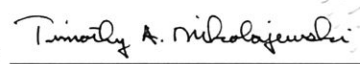
**BIDDER**

**SURETY**

RMJ Maintenance Corp (Seal)  
Bidder's Name and Corporate Seal

The Ohio Casualty Insurance  
Company  
Surety's Name and Corporate Seal

By:   
Signature  
Julio Olvera  
Print Name  
President  
Title

By:   
Signature (Attach Power of Attorney)  
Timothy A. Mikolajewski  
Print Name  
Assistant Secretary  
Title

Attest:  RICARDO OLVERA  
Signature  
Title Secretary

Attest:   
Signature Kiana M. Pumphrey  
Title Notary Public



Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





# POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: RMJ Maintenance Corp

Agency Name: Insurance Office of America, Inc.

Bond Number: BID-0027838

Obligee: Village of Palm Springs, FL

Bid Bond Amount: ( 5% of Bid Amount ) Five Percent of Bid Amount

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By:

*Nathan J. Zangerle*

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

*Teresa Pastella*

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Company this 6th day of January, 2025.



By:

*Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00431  
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

| <u>SUBCONTRACTOR OR SUPPLIER<br/>AND ADDRESS</u> | <u>CLASS OF WORK OR MATERIAL</u>              |
|--------------------------------------------------|-----------------------------------------------|
| (1) <u>FONROCHE</u><br>_____                     | <u>SOLAR LIGHT POLE MANUFACTURER</u><br>_____ |
| (2) _____<br>_____                               | _____<br>_____                                |
| (3) _____<br>_____                               | _____<br>_____                                |
| (4) _____<br>_____                               | _____<br>_____                                |
| (5) _____<br>_____                               | _____<br>_____                                |
| (6) _____<br>_____                               | _____<br>_____                                |
| (7) _____<br>_____                               | _____<br>_____                                |

BIDDER: RMJ CONTRACTORS

By: \_\_\_\_\_

Name: JULIO OLIVEROS

Title: PRESIDENT

Date: 1/9/25

00431-1

TABULATION OF SUBCONTRACTORS  
AND SUPPLIERS

SECTION 00440  
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

|                                 | <u>Cost</u>    |
|---------------------------------|----------------|
| 1. Trench Safety Act Compliance | \$ <u>1.00</u> |
| 2. Special Shoring              | \$ _____       |

Identify method of compliance for Item #1: SLOPE

Identify or attach a copy of Special Shoring Requirements for Item #2: \_\_\_\_\_

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: RMJ MIANTENANCE CORP

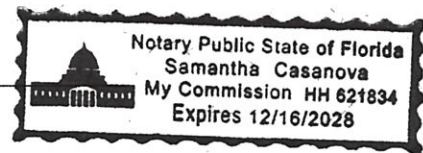
By: \_\_\_\_\_

Name: JULIO OLIVEROS

Title: PRESIDENT

Sworn to and subscribed before me this 9<sup>th</sup> day of JANUARY, 2025.

[Signature]  
Notary Public



My Commission Expires: 12/16/28

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

### 1. SUBMITTED BY:

Official Name of Firm: RMJ CONTRACTORS  
Address: 17715 BRIDLE COURT  
JUPITER FL 33478

2. SUBMITTED TO: Village Clerks Office

3. SUBMITTED FOR:

Owner: Village of Palm Springs

Project Name: Lakewood Road Solar Lighting Improvements Project Phase 2

TYPE OF WORK: INSTALLATION OF SOLAR LIGHT POLES PER PLANS

### 4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: JULIO OLIVEROS

Title: PRESIDENT

Phone: 561-506-0555

Email: JULIO@RMJFL.COM



**5. AFFILIATED COMPANIES:**

Name: NONE

Address: \_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

☐ PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

☒ CORPORATION

State of Organization: FLORIDA

Date of Organization: 10/8/2018

Executive Officers:

- President: JULIO OLIVEROS

- Vice President(s): \_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: RICARDO OLIVEROS

☐ LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

## 7. LICENSING

Jurisdiction: FLORIDA

Type of License: CERTIFIED BUILDING CONTRACTOR

License Number: CBC1267120

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: NONE

Minority Business Enterprise: NONE

Woman Owned Enterprise: NONE

Small Business Enterprise: NONE

Other ( \_\_\_\_\_ ): \_\_\_\_\_

## 9. BONDING INFORMATION

Bonding Company: LIBERTY MUTUAL INSURANCE

Address: 235 JC PRESTAGE ROAD  
PELAHATCHIE, MS 39145

Bonding Agent: WILLIAM STRONG

Address: INSURANCE OFFICE OF AMERICA  
3535 GRANDVIEW PARKWAY, SUITE 400  
BIRMINGHAM, AL 35243

Contact Name: WILLIAM STRONG

Phone: 205-263-5978

Aggregate Bonding Capacity: 565,000

Available Bonding Capacity as of date of this submittal: 565,000

## 10. FINANCIAL INFORMATION

Financial Institution: CHASE BANK

Address: 202 LAKE AVENUE  
LAKE WORTH BEACH, FL 33460

Account Manager: \_\_\_\_\_

Phone: 561-642-5818

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE  
LAST 3 YEARS - AVAILABLE UPON CONTRACT RECOMMENDATION FOR  
AWARD

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: RICARDO OLIVEROS

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

|      |       |     |       |
|------|-------|-----|-------|
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

|      |       |      |       |
|------|-------|------|-------|
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |



Total number of man-hours worked for the last 5 Years:

|      |       |                           |       |
|------|-------|---------------------------|-------|
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

|      |       |      |       |
|------|-------|------|-------|
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |

### 13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.



I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: RMJ CONTRACTORS

BY: [Signature]

TITLE: PRESIDENT

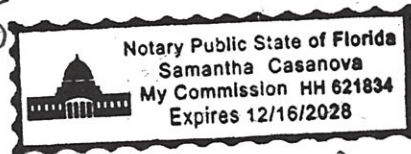
DATED: 1/9/25

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 9th DAY OF JANUARY, 2025

NOTARY PUBLIC - STATE OF Florida  
MY COMMISSION EXPIRES: 12/16/28



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.

**SCHEDULE A**  
**CURRENT EXPERIENCE**

| Project Name | Owner's Contact Person<br>Name:<br>Address:<br>Telephone: | Design Engineer<br>Name:<br>Company:<br>Telephone: | Contract Date | Type of Work | Status | Cost of Work |
|--------------|-----------------------------------------------------------|----------------------------------------------------|---------------|--------------|--------|--------------|
| SEE ATTACHED |                                                           |                                                    |               |              |        |              |
|              | Name:<br>Address:<br>Telephone:                           | Name:<br>Company:<br>Telephone:                    |               |              |        |              |
|              | Name:<br>Address:<br>Telephone:                           | Name:<br>Company:<br>Telephone:                    |               |              |        |              |
|              | Name:<br>Address:<br>Telephone:                           | Name:<br>Company:<br>Telephone:                    |               |              |        |              |
|              | Name:<br>Address:<br>Telephone:                           | Name:<br>Company:<br>Telephone:                    |               |              |        |              |
|              | Name:<br>Address:<br>Telephone:                           | Name:<br>Company:<br>Telephone:                    |               |              |        |              |
|              | Name:<br>Address:<br>Telephone:                           | Name:<br>Company:<br>Telephone:                    |               |              |        |              |
|              | Name:<br>Address:<br>Telephone:                           | Name:<br>Company:<br>Telephone:                    |               |              |        |              |

## Schedule A

| Project Name                 | Owner Contact Person                                                                                   | Design Engineer | Contract Date | Type of Work                                                                                                   | Status      | Cost of Work |
|------------------------------|--------------------------------------------------------------------------------------------------------|-----------------|---------------|----------------------------------------------------------------------------------------------------------------|-------------|--------------|
| Flooring removal and install | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A             | 1/2/2025      | Removal of plank flooring, removal of base carpet, floor prepping and installation of glue down vinyl flooring | In-Progress | 38,068.50    |

## SCHEDULE B

### PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
| SEE ATTACHED | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |

## SCHEDULE B

### PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person          | Design Engineer                 | Contract Date | Type of Work | Status | Cost of Work |
|--------------|---------------------------------|---------------------------------|---------------|--------------|--------|--------------|
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |
|              | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: |               |              |        |              |



## JOB LISTS

| Project Name     | Owner Contact Person                                                                                   | Design Engineer | Contract Date | Type of Work                                                                                                         | Status    | Cost of Work |
|------------------|--------------------------------------------------------------------------------------------------------|-----------------|---------------|----------------------------------------------------------------------------------------------------------------------|-----------|--------------|
| Wall Build-out   | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A             | 12/30/2024    | Complete wall build out to extend to 6" from the ceiling, adding a 3 x 2 plexiglass opening on the west wall         | Completed | 4,200.00     |
| Pavers work      | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A             | 12/8/2024     | Driveways paver repairs                                                                                              | Completed | 7,505.00     |
| Suite Build-out  | Name: Ncognito<br>Address: 10300 Forest Hill Blvd<br>Wellington FL 33414                               | N/A             | 10/31/2024    | Complete suite build out, including bathrooms remodel, framing, drywall, flooring, electrical, plumbing , mechanical | Completed | 249,250.00   |
| Pavers work      | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A             | 10/31/2024    | Driveways paver repairs                                                                                              | Completed | 10,914.00    |
| Flooring Install | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A             | 10/21/2024    | New glue down vinyl flooring installation with glue down vinyl baseboards in a 33 x 12 ft room                       | Completed | 3,700.00     |
| Flooring Install | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A             | 10/21/2024    | New glue down vinyl flooring installation 150 sqft                                                                   | Completed | 750.00       |
| Fencing Work     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A             | 9/16/2024     | ~Remove and install 40'x 6' x2" 9ga color galvan in Memorial Park                                                    | Completed | 5,650.00     |



|                                                          |                                                                                                        |     |           |                                                                                               |           |            |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----|-----------|-----------------------------------------------------------------------------------------------|-----------|------------|
| Fencing Work                                             | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 9/4/2024  | Fencing repair around Howard Park                                                             | Completed | 4,260.00   |
| Pavers work                                              | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 8/26/2024 | New driveways and paver repairs                                                               | Completed | 18,062.50  |
| Soccer field concrete slab                               | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 8/19/2024 | Soccer field concrete slab. Grade and pour a 4" thick concrete slab. Slab dimension 50' x 78' | Completed | 33,900.00  |
| Pavers work                                              | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 8/15/2024 | Pavers driveway                                                                               | Completed | 13,300.00  |
| Lakewood Road and Canal Road Solar Lighting Improvements | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 8/15/2024 | Installation of 32 solar light post                                                           | Completed | 205,100.00 |
| Epoxy flooring                                           | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 8/7/2024  | Epoxy flooring in back door entrance area and stairs                                          | Completed | 13,900.00  |
| Watermain Project                                        | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 8/2/2024  | Watermain Improvements Project<br>Painting of metal pipes                                     | Completed | 7,500.00   |
| Metal roof media blasting                                | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 7/22/2024 | Media blasting fees to blast 1080 sq feet of roofing.                                         | Completed | 4,950.00   |

|                                      |                                                                                                        |     |           |                                                                                                                                        |           |           |
|--------------------------------------|--------------------------------------------------------------------------------------------------------|-----|-----------|----------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| Fencing work                         | Name: Daniel Miranda<br>Address: 16760 130th Way North<br>Jupiter FL 33478                             | N/A | 7/17/2024 | Installation of 280 ft of pressure treated wood fence ranch style with 2 double gate (4ft) and one single gate (4 ft) with metal frame | Completed | 11,200.00 |
| Fencing work                         | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 6/12/2024 | ~Remove and install 22'x 6' x 2" 9ga color black                                                                                       | Completed | 1,420.00  |
| Plaster Demo                         | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 6/3/2024  | Demo 25 opening of pre marked ceiling spot of approx. 6' x 3'                                                                          | Completed | 4,500.00  |
| Watermain Project                    | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 5/29/2024 | Watermain Improvements Project<br>Painting of metal pipes                                                                              | Completed | 7,300.00  |
| Roofing repairs                      | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 5/28/2024 | Roof rapair and replacement of drip edge                                                                                               | Completed | 3,900.00  |
| Roofing repairs                      | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 5/28/2024 | Roofing repairs 3' x 3'                                                                                                                | Completed | 750.00    |
| Painting concrete wall               | Name: Energy Erectors<br>Address: 4601 Davis Rd<br>Lake Worth, FL                                      | N/A | 5/21/2024 | Concrete wall (Both sides of the wall) painting with two tones Approx. 800 LF each side                                                | Completed | 15,000.00 |
| Flooring and baseboards installation | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 5/20/2024 | Installation of 2550 Sqft flooring and baseboards installation                                                                         | Completed | 21,962.00 |

|                                     |                                                                                                        |     |           |                                                                                                              |           |            |
|-------------------------------------|--------------------------------------------------------------------------------------------------------|-----|-----------|--------------------------------------------------------------------------------------------------------------|-----------|------------|
| Fencing work                        | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 5/14/2024 | Remove and install 10' x 6' x 2" 6 ga Color galv. Remove and install 119" of fence color green 10' x 2" 6 ga | Completed | 8,830.00   |
| Metal roof media blasting           | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 5/14/2024 | Media blasting fees to blast 1080 sq feet of roofing.                                                        | Completed | 4,950.00   |
| Fencing work                        | Name: Village of Palm Springs<br>Address: 217 Cypress Lane<br>Palm Springs, FL 33461                   | N/A | 5/14/2024 | Remove and install 86' x 8' x 2" 6ga                                                                         | Completed | 4,300.00   |
| Concrete Slab                       | Name: Daniel Miranda<br>Address: 16760 130th Way North<br>Jupiter FL 33478                             | N/A | 4/11/2024 | Concrete slab with Form 26'x28' pad, 6" thick, with 12"x12" monolithic footer                                | Completed | 19,375.00  |
| Osborne Center improvements project | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 3/27/2024 | Demo, door replacement, drywall, flooring, lighting replacement and installation                             | Completed | 272,500.00 |
| Watermain Project                   | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 3/14/2024 | Watermain Improvements Project<br>Painting of metal pipes                                                    | Completed | 9,300.00   |
| Re-roof                             | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 2/21/2024 | Comfort area reroof of a flat roof                                                                           | Completed | 12,200.00  |
| Door Replacement                    | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 2/19/2024 | Replacement of 3 exterior metal doors                                                                        | Completed | 10,950.00  |



|                   |                                                                                                        |     |            |                                                                           |           |           |
|-------------------|--------------------------------------------------------------------------------------------------------|-----|------------|---------------------------------------------------------------------------|-----------|-----------|
| Pole Painting     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 2/5/2024   | Painting of Exterior Metal Poles. 20 ft                                   | Completed | 6,500.00  |
| Watermain Project | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 1/24/2024  | Watermain Improvements Project<br>Painting of metal pipes                 | Completed | 32,000.00 |
| Concrete Repair   | Name: Fountain Square<br>Condominium Association<br>Address: 88 NE 5th Ave<br>Delray Beach FL 33483    | N/A | 1/4/2024   | Concrete Repair                                                           | Completed | 1,900.00  |
| Roof Repair       | Name: Okeechobee children<br>Academy<br>Telephone: (863)261-8052                                       | N/A | 12/4/2023  | Shingle roof repairs                                                      | Completed | 800.00    |
| Paint work        | Name: Hal Simons<br>Address: 9698 Vixen Cir.<br>Boynton Beach FL 33436                                 | N/A | 11/29/2023 | Interior painting of walls, trims and<br>doors including 3 coats of paint | Completed | 7,600.00  |
| Fence Replacement | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 11/29/2023 | Removal and disposal of existing<br>fence and installation of new fence   | Completed | 13,600.00 |
| Cross beam paint  | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 11/29/2023 | Pressure clean and paint cross beams                                      | Completed | 4,800.00  |
| Pavers work       | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 10/23/2023 | Concrete pour and pavers repair                                           | Completed | 13,800.00 |

|                    |                                                                                                        |     |            |                                                                            |           |           |
|--------------------|--------------------------------------------------------------------------------------------------------|-----|------------|----------------------------------------------------------------------------|-----------|-----------|
| Vinyl flooring     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 10/23/2023 | Remove, dispose and re-install 400 Sqft of vinyl flooring                  | Completed | 3,950.00  |
| Canopy Welding     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 10/16/2023 | Aluminum canopy frame leg welding reinforcement                            | Completed | 3,600.00  |
| Roof washing       | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 10/13/2023 | Roof tile soft washing and Pressure wash entrance and sidewalk             | Completed | 3,350.00  |
| Door Replacement   | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 9/20/2023  | Remove and replace 4 existing single doors                                 | Completed | 14,600.00 |
| Playground Support | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 8/1/2023   | Playground support replacement                                             | Completed | 1,600.00  |
| Gutter Install     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 7/24/2023  | Installation of 7" seamless gutter with 4 downspouts and 3 50 ft drainages | Completed | 8,200.00  |
| Pier Pannels       | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 7/18/2023  | Assembly of pier pannels                                                   | Completed | 5,040.00  |
| Pier Pannels       | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 7/11/2023  | Assembly of pier pannels                                                   | Completed | 6,480.00  |

|                  |                                                                                                        |     |           |                                                                         |           |           |
|------------------|--------------------------------------------------------------------------------------------------------|-----|-----------|-------------------------------------------------------------------------|-----------|-----------|
| Division Wall    | Name: PBSO<br>Address: POBOX 24681<br>West Palm Beach FL 33416                                         | N/A | 7/7/2023  | Build a division wall of 10 ft by 9 ft to split a room into two         | Completed | 2,300.00  |
| Flooring Install | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 6/23/2023 | Furniture moving and carpet tile removal enclosure and flooring install | Completed | 23,350.00 |
| Fire Station     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 6/20/2023 | Pressure wash, waterproof and paint the exterior of Fire Station        | Completed | 33,500.00 |
| Pavers work      | Name: Town of Palm Beach Shores<br>Telephone: (561)844-3457                                            | N/A | 6/2/2023  | Pavers coping replacement along the beach wall (approx. 200 blocks)     | Completed | 2,700.00  |
| City Hall        | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 5/15/2023 | Pressure wash, waterproof and paint the exterior of City Hall building  | Completed | 44,500.00 |
| Door Replacement | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 5/5/2023  | Remove and replace existing double door with a single door              | Completed | 7,200.00  |
| Pavers work      | Name: Town of Palm Beach Shores<br>Telephone: (561)844-3457                                            | N/A | 5/5/2023  | Pavers repairs by Sandal Ln and Tacoma Ln to remove trip hazard         | Completed | 5,300.00  |
| Roof Repair      | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 4/14/2023 | Remove and replace 70 linear ft of rotted fascia                        | Completed | 5,550.00  |



|                            |                                                                                                        |     |            |                                                                                                                                                             |           |           |
|----------------------------|--------------------------------------------------------------------------------------------------------|-----|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| Promenade building remodel | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 3/1/2023   | Promenade building remodel                                                                                                                                  | Completed | 12,450.00 |
| Stucco repair              | Roy Chesson                                                                                            | N/A | 1/27/2023  | Stucco repairs, exterior paint and roofing repairs                                                                                                          | Completed | 9,700.00  |
| Pier Pannels               | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 12/19/2022 | Assembly of pier pannels                                                                                                                                    | Completed | 9,360.00  |
| Pavers work                | Name: B&B Underground C.<br>Address: 4050 West Palm Beach FL 33409<br>Telephone: (561)204-9335         | N/A | 12/15/2022 | Palm Beach Shores main project. 3" cut out of sand and reinstallation of pavers                                                                             | Completed | 9,350.00  |
| Annex Work                 | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 12/9/2022  | Miscellaneous work performed to facilitate the move from Annex to the promenade building                                                                    | Completed | 5,250.00  |
| Wall Painting              | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 11/14/2022 | Concrete wall (Both sides of the wall) painting with two tones (Panel color Sand and Pillars                                                                | Completed | 6,900.00  |
| Wall Building              | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 10/28/2022 | Build an interior wall of 13' x 8' with a wood door and a plexiglass window of 3.5' x 3.5'; Build an L shape enclosure for center office and 2 desk privacy | Completed | 9,800.00  |
| Flooring Install           | Name: PBSO<br>Address: POBOX 24681<br>West Palm Beach FL 33416                                         | N/A | 8/22/2022  | Remove and replace flooring and reinforcement of subflooring trusses in section of 8' x 8' including threshold and door sweep of existing door              | Completed | 5,200.00  |

|                               |                                                                                                        |     |           |                                                                                                           |           |           |
|-------------------------------|--------------------------------------------------------------------------------------------------------|-----|-----------|-----------------------------------------------------------------------------------------------------------|-----------|-----------|
| Door Intallation              | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 8/19/2022 | Installation and finish of 3 doors including frames, door knobs and completion of 2 half walls of drywall | Completed | 6,400.00  |
| Pier Pannels                  | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 8/10/2022 | Assembly of pier pannels                                                                                  | Completed | 28,560.00 |
| South Beach Bathroom remodels | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 5/16/2022 | Complete bathrooms remodels                                                                               | Completed | 44,900.00 |
| Drywall Repair                | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 5/4/2022  | Repair 3' x 3' of drywall and paint                                                                       | Completed | 1,400.00  |
| Door Replacement              | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 5/4/2022  | Removal, disposal and replacement of 2 outdoor metal door                                                 | Completed | 6,800.00  |
| Misc Work                     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 4/29/2022 | Replacement of dryer duct from flexible to rigid                                                          | Completed | 4,200.00  |
| Flooring Install              | Name: PBSO<br>Address: POBOX 24681<br>West Palm Beach FL 33416                                         | N/A | 3/24/2022 | Flooring remodel                                                                                          | Completed | 27,300.00 |
| City Hall Flooring            | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 3/8/2022  | City Hall Flooring                                                                                        | Completed | 31,473.25 |

|                                        |                                                                                                        |     |            |                                                                |           |           |
|----------------------------------------|--------------------------------------------------------------------------------------------------------|-----|------------|----------------------------------------------------------------|-----------|-----------|
| 680 Atlantis remodel                   | FL Industries                                                                                          | N/A | 3/1/2022   | 680 Atlantis remodel                                           | Completed | 44,326.00 |
| Project: 189 Upper Spring Rd, Stowe VT | FL Industries                                                                                          | N/A | 12/14/2021 | Project: 189 Upper Spring Rd, Stowe VT                         | Completed | 58,820.00 |
| Jail Cell Remodel                      | Name: PBSO<br>Address: POBOX 24681<br>West Palm Beach FL 33416                                         | N/A | 11/12/2021 | Former PBSO D14 Evidence Storage Room/old jail cell remodel    | Completed | 21,550.00 |
| Wall Repair                            | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 11/10/2021 | Demo, rebuild and painting of damaged wall                     | Completed | 6,500.00  |
|                                        | Robert Mackler                                                                                         | N/A | 10/5/2021  | Roof repair including finding leak location                    | Completed | 5,100.00  |
| Door Replacement                       | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 9/29/2021  | Removal, disposal and replacement of 1 outdoor metal door      | Completed | 2,700.00  |
| Epoxy Install                          | Name: PBSO<br>Address: POBOX 24681<br>West Palm Beach FL 33416                                         | N/A | 9/7/2021   | 1100 Sqft of Hard Rock epoxy with flake and aluminum aggregate | Completed | 14,025.00 |
| Community remodel and repairs          | Bridgehampton Inc                                                                                      | N/A | 8/25/2021  | Community remodel and repairs                                  | Completed | 45,850.00 |



|                    |                                                                                                        |     |           |                                                                                         |           |            |
|--------------------|--------------------------------------------------------------------------------------------------------|-----|-----------|-----------------------------------------------------------------------------------------|-----------|------------|
| Park Remodel       | Skyline Construction                                                                                   | N/A | 8/15/2021 | Park Remodel                                                                            | Completed | 219,000.00 |
| Flat Roof          | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 8/9/2021  | pressure washing and painting with silicon paint the flat roof of the building          | Completed | 4,400.00   |
| Poles painting     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 7/14/2021 | Painting of Exterior Metal Poles. 20 ft                                                 | Completed | 5,250.00   |
| Paint and Flooring | Golf Club Restaurant                                                                                   | N/A | 7/14/2021 | Paint and Flooring                                                                      | Completed | 14,000.00  |
| Door Replacement   | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 7/12/2021 | Build wood frame and install steel door with door handle                                | Completed | 3,400.00   |
| Pergola            | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 6/18/2021 | Build wood support beam for wood pergola                                                | Completed | 3,200.00   |
| Building paint     | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 6/2/2021  | Prepare, pressure wash, seal cracks and paint building walls, trims, fascia and soffits | Completed | 18,200.00  |
| Pavers work        | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 5/24/2021 | reposition paver stones around downtown Lake Worth                                      | Completed | 4,200.00   |

|                  |                                                                                                        |     |           |                                                                             |           |          |
|------------------|--------------------------------------------------------------------------------------------------------|-----|-----------|-----------------------------------------------------------------------------|-----------|----------|
| Door Replacement | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 4/23/2021 | Replacement of four fiber glass doors with frame included                   | Completed | 8,200.00 |
| Wall Painting    | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 4/5/2021  | Repair and painting of brick wall                                           | Completed | 6,400.00 |
| Flooring Install | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 4/5/2021  | Removal of glued in carpet and installation of 1,300 sqft of plank flooring | Completed | 7,950.00 |
|                  | Paul Romano                                                                                            | N/A | 3/22/2021 | Roof repair                                                                 | Completed | 2,200.00 |
| Roof Repair      | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 3/14/2021 | Roof repair and maintenance                                                 | Completed | 5,600.00 |
| Reroof           | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 2/24/2021 | Reroof area surrounding the new AC                                          | Completed | 2,450.00 |
| Flooring Install | Name: City of Lake Worth<br>Address: 7 N. Dixie Hwy<br>Lake Worth FL 33460<br>Telephone: (561)586-1720 | N/A | 1/22/2021 | Carpet replacement in 2 offices of the third floor                          | Completed | 3,600.00 |

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM                | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---------------------|---------------|-----------|----------------|
| FORD F350 TRUCK     | 2024          | 2024      | 110,000        |
| FORD F250 TRUCK     | 2024          | 2010      | 20,000         |
| GMC SIERRA 1500     | 2024          | 2024      | 90,000         |
| 5CY DUMP TRAILER    | 2023          | GOOD      | 7500           |
| KUBOTA SKID STEER   | 2024          | GOOD      | 30,000         |
| HIGH LIFT           | 2024          | GOOD      | 25,000         |
| PAINT SPRAYERS      | 2018          | GOOD      | 1500           |
| MISC POWER TOOLS    | 2018-25       | GOOD      | 5000           |
| HONDA GENERATOR     | 2023          | GOOD      | 1500           |
| 16' FLATBED TRAILER | 2020          | GOOD      | 4500           |
|                     |               |           |                |
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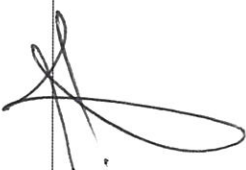


SECTION 00452  
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,  
ARBITRATION, AND SURETY COMPLETION  
LAST THREE (3) YEARS

| <u>PROJECT</u> | <u>NAME AND ADDRESS OF<br/>OWNER OR ENGINEER</u> | <u>NAME AND PHONE OF<br/>OWNER OR ENGINEER<br/>REPRESENTATIVE</u> | <u>DATE OF<br/>CONTRACT</u> | <u>AMOUNT</u> | <u>STATUS</u> |
|----------------|--------------------------------------------------|-------------------------------------------------------------------|-----------------------------|---------------|---------------|
|----------------|--------------------------------------------------|-------------------------------------------------------------------|-----------------------------|---------------|---------------|

NONE

Signed) \_\_\_\_\_



00452-1

BIDDER'S STATEMENT

SECTION 00453  
NONCOLLUSION AFFIDAVIT

TO: The VILLAGE OF PALM SPRINGS, herein called the "Owner."

Pursuant to bidding requirements for the work titled "LAKEWOOD ROAD SOLAR  
LIGHTING PROJECT PHASE 2",

the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of PALM BEACH

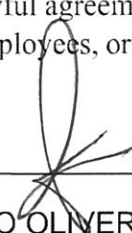
JULIO OLIVEROS, being first duly  
(Officer's Name)

sworn, deposes, and says that:

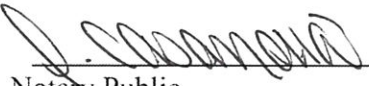
1. He\She is PRESIDENT (officer's title)  
of RMJ CONTRACTORS (company name), the Bidder that has submitted the attached bid;
2. He\She is fully informed respecting the preparation and contents of the attached bid  
and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest, including this affiant, has in any  
way colluded, conspired, connived, or agreed, directly or indirectly with any other  
Bidder, firm, or person to submit a collusive or sham bid in connection with the  
contract for which the attached bid has been submitted or to refrain from bidding in  
connection with such contract, or has in any manner, directly or indirectly, sought  
by agreement or collusion or communication or conference with any other Bidder,  
firm, or person to fix the price or prices in the attached bid or of any other Bidder,  
or to fix any overhead, profit, or cost element of the bid price or the bid price of any  
other Bidder, or to secure through any collusion, conspiracy, connivance, or  
unlawful agreement any advantage against the Village of Palm Springs or any  
person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

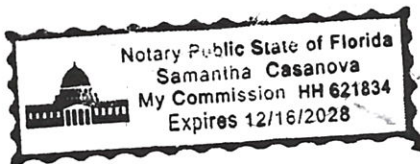
(Signed)

  
\_\_\_\_\_  
JULIO OLIVEROS  
\_\_\_\_\_

Subscribed and sworn to before me  
this 9<sup>th</sup> day of January, 20 25

  
\_\_\_\_\_  
Notary Public

My commission expires 12/16/28



SECTION 00454  
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that \_\_\_\_\_  
RMJ CONTRACTORS (Print or Type Name of Firm)

3. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
4. Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.
5. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
6. Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, 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 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
7. Imposes a sanction on or requires 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.
8. Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

\_\_\_\_\_  
Authorized Signature

1/9/25  
Date Signed

State of: Florida

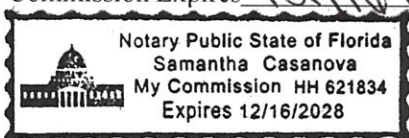
County of: Palm Beach

Sworn to and subscribed before me this 9th day of January, 2025

Personally known or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

S. Casanova  
Signature of Notary

My Commission Expires 12/16/28



00454-1

DRUG-FREE WORKPLACE CERTIFICATE



SECTION 00455  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared JULIO OLIVEROS, who, being by me first duly sworn, made the following statement:

1. The business address of RMJ CONTRACTORS  
(firm name of Bidder/Contractor)  
is 17715 BRIDLE COURT, JUPITER FL 33478.

2. My relationship to RMJ CONTRACTORS  
(firm name of Bidder/Contractor)  
is PRESIDENT  
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) 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; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)



~~7.~~ There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

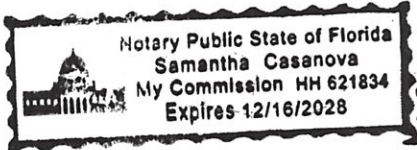
\_\_\_\_\_  
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 9th day of

January, 2025  
S. Casanova  
Notary Public

(affix seal)

12/16/28  
My commission expires



SECTION 00456  
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, JULIO OLIVEROS, on behalf of RMJ CONTRACTORS  
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: JULIO OLIVEROS  
Title: PRESIDENT  
Date: 1/9/25

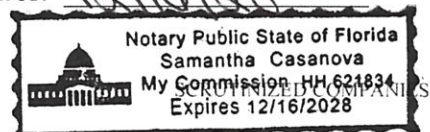
STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 9th day  
of January, 2025, by JULIO OLIVEROS, who is the  
President of RMJ CONTRACTORS, who is personally  
known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Printed Name of Notary Samantha Casanova  
My Commission expires: 12/16/28

00456-1





## **Vendor Conflict of Interest Disclosure Statement Information and Instructions**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

### **DEFINITIONS**

**"Business Entity"** means any corporation, partnership, limited partnership, company, limited liability company, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

**"Conflict of Interest"** means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

**"Financial interest"** means direct or indirect ownership or other interest that may result in special private gain or loss.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.



**“Public Official”** includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

**“Relative”** means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

**“Vendor”** means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

## INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

### VILLAGE OF PALM SPRINGS VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

|                                |                  |
|--------------------------------|------------------|
| RMJ CONTRACTORS                |                  |
| NAME OF VENDOR                 |                  |
| JULIO OLIVEROS                 |                  |
| NAME OF PERSON COMPLETING FORM |                  |
| PRESIDENT                      |                  |
| RELATIONSHIP TO VENDOR         |                  |
| 17716 BRIDLE COURT             |                  |
| ADDRESS                        |                  |
| JUPITER FL 33478               | 561-506-0555     |
| CITY, STATE, ZIP               | TELEPHONE NUMBER |
| JULIO@RMJFL.COM                | 561-506-0555     |
| CONTACT EMAIL ADDRESS          | CELL             |
| PHONE NUMBER                   |                  |

This form is provided in connection with:

- ☒ Invitation to Bid (specify) 2025B-005
- ☐ Request for Proposal / Qualifications (specify) \_\_\_\_\_
- ☐ Other (specify) \_\_\_\_\_

1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

NONE



2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

NONE

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

NONE

4. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

NONE

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

NONE

Under penalties of perjury, I declare that I have read the foregoing **VENDOR CONFLICT OF INTEREST DISCLOSURE FORM** and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature



JULIO OLIVEROS

Printed Name

1/9/25

Date

PRESIDENT

Title



(Form B12)

**AFFIDAVIT FOR EMPLOYMENT ELIGIBILITY VERIFICATION**

**(E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

**PROJECT NAME:** LAKEWOOD ROAD SOLAR LIGHTING PROJECT PHASE 2

The undersigned, as an authorized officer of the vendor identified below (the "**Vendor**"), having full knowledge of the statements contained herein, hereby certifies to the Village of Palm Springs, a political subdivision of the State of Florida (the "**Village**"), by and on behalf of the Vendor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Vendor and the Village on or about the date hereof, whereby the Vendor will provide labor, supplies, or services to the Village in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Vendor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor or subcontractor. The Vendor acknowledges and agrees that (i) the Village and the Vendor may not enter into the Contract, and the Vendor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the Village may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Vendor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Fifteenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the Village as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 9TH day of JANUARY, 2025

**ATTEST**

By: 

PRINTED NAME: RICARDO OLIVEROS

Its: Secretary

**VENDOR:**

By: 

PRINTED NAME: JULIO OLIVEROS

Its: President



# VILLAGE OF PALM SPRING OFFICE OF THE VILLAGE CLERK

226 Cypress Lane • Palm Springs, FL • 33461

## Affidavit of Compliance with Anti-Human Trafficking Laws

[THIS FORM MUST BE SIGNED AND NOTARIZED]

I, the undersigned, am an authorized officer or agent of ALL WEBBS ENTERPRISES, LLC and attest that the Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under the penalty of perjury, I hereby declare swear or affirm that the above state facts are true and correct.

By: 

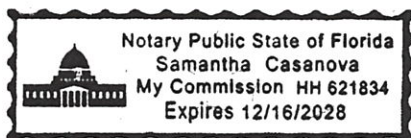
Print Name: JULIO OLIVEROS

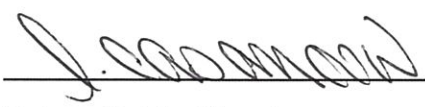
Print Title: PRESIDENT

STATE OF FLORIDA       }  
COUNTY OF PALM BEACH }

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 9th day of January, 2025, by Julio Oliveros, as the President [title] of Vendor, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did affirm or swear to the same.

Notary Seal:





Notary Public Signature





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Public Works

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**ITEM #6:** Task Order No. 01 with KENCO Signs and Awning LLC for LED Message Board Sign at Village Hall

**SUMMARY:** On November 14, 2024, the Village Council approved a Design-Build Agreement with KENCO Signs and Awning LLC. This agreement focuses on designing, manufacturing, and installing new LED message board signs throughout the Village, aimed at significantly enhancing wayfinding for residents and visitors alike.

The plan outlines that each sign will be negotiated individually over the next three (3) years to ensure that the design, functionality, and costs meet the specific needs of various locations within the Village. The first LED message board sign is scheduled to be installed at the Davis Road entrance to Village Hall, which has been strategically chosen to provide information and guidance to those entering the facility.

The Village staff have been actively engaging with the vendor to finalize the design and associated costs for this initial sign. They are currently seeking the Council's approval for Task Order No. 01, which covers the first installation at a cost not to exceed \$79,900. It is important to note that the budget allocated for this initial sign was set at \$100,000.

**FISCAL IMPACT:**

Task Order No. 01 with KENCO Signs and Awning LLC is at a cost not to exceed \$79,900.00, funded from Account #01441-56300.

**ATTACHMENTS:**

1. TASK ORDER No.01



## **TASK ORDER No. 01**

### **CONTINUING PROFESSIONAL SERVICES (Design / Build Services)**

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of \_\_\_\_\_, between the **Village of Palm Springs**, a Florida municipal corporation (“VILLAGE”) and **KENCO Signs and Awning LLC**, a Florida company authorized to do business in the State of Florida (“CONTRACTOR”).

#### **1.0 Project Description:**

The VILLAGE desires the CONTRACTOR to provide those services as identified herein for the Project. The Project is described in the CONTRACTOR’s Proposal, dated December 18, 2024, services are generally described as: Remove the existing monument signage and replace with a new custom LED message Sign Board located at Village Hall (Site #1) (“The Project”).

#### **2.0 Scope**

Under this Task Order, the CONTRACTOR will provide the VILLAGE with Design Build Construction Services for the Project as specified in the **CONTRACTOR’s proposal attached hereto and incorporated herein as Exhibit “1”**.

#### **3.0 Schedule**

The services to be provided under this Task Order shall be completed within 120 calendar days from the VILLAGE’s approval of this Task Order or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$79,900.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the CONTRACTOR is Raymond Webb, phone 386-672-1590; email: ledpartnersfl@gmail.com; and, the Project Manager for the VILLAGE is Felipe Lofaso, phone: 561-584-8200; email: flofaso@vpsfl.org.

#### **6.0 Progress Meetings**

The CONTRACTOR shall schedule periodic progress review meetings with the VILLAGE Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Authorization**

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Design Build LED Message Board Services) based on RFQ#2024R-004 between the VILLAGE and the CONTRACTOR, dated 11/14/2024 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services herein shall prevail over any general scope of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 01 as of the day and year set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Christy Goddeau, Village Attorney

CONTRACTOR:

By:  \_\_\_\_\_

Print Name: RAYMOND WEBB

Title: PRESIDENT

[Corporate Seal]



On Premise Quote

QUOTE NUMBER: 2412977.3 (Revision 3) DATE: 12/17/2024

SIGN ID: 1973084 W6-S

**Kenco Sign & Awning LLC 162600**  
**Raymond Webb,**  
1539 Garden Ave  
Holly Hill, FL 32117-2109  
(386) 672-1590  
ledpartnersfl@gmail.com

**Shipping Destination**  
Kenco Sign & Awning LLC  
1539 Garden Ave  
Holly Hill, FL 32117-2109

**Job Site**  
Name: Village of Palm Springs - 5 Signs-  
Address: 226 Cypress Ln  
City: Palm Springs  
State: FL Zip: 33461

PRODUCT SPECIFICATIONS

**Pixel Pitch:** W6mm LED RGB

**Pixel Matrix:** 144H X 336W

**Ventilation Style:** Front Ventilation

**Cabinet Size:** 41in H x 7ft 3in L x 5in D

**Viewing Area:** 36in H x 7ft L

**Cabinet Style:** Double Face (Slim)

**Character Size:** 15 lines / 67.2 Characters at a 2" type

**Approx. Weight:** 585.00 Lbs.

**Warranty:** Standard 5 Year Watchfire warranty applies.

**Mfg. Lead Time:** 3-5 weeks (Based on signed quote, receipt of deposit, and **artwork approval - if applicable**)

**Electrical Service:** 120 VOLT 30.0 amps (15.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed.  
*Example: 18.7 KWHrs a day x \$0.12 = \$2.24/Day*

STANDARD FEATURES

**Brightness** Daytime 7500 NITs Maximum;Nighttime 700 NITs Maximum

**Color** LED RGB

**Color Capability** Min. 1.2 Quintillion

**Includes** Ignite Graphics Software

**Video** up to 30 FPS

**Viewing Angles** 150 Horizontal/95 Vertical

OPTIONS

**Software** Ignite OPx (cloud-based)

**Software Training** Web Based Software Training

**Communications** OPx - 4G Wireless with Watchfire Cellular Data Plan

**Wireless Data Plan** Life-of-sign Data Plan

**Cabinet Separation** Standard Up To 15 Feet

**Power Requirements** Standard As Quoted

**Temperature Sensor** w/100-Step Photocell w/15 ft Cable

**Sign Mounting Kit** Not Ordered / Not Required

**Technician On-Site** Not Ordered

**Warranty** 6 Year Extended Parts Warranty

**Spare Parts Kit** Not Ordered

Engineer's Notes:

1.) Soil to be clean sandy soil with a minimum allowable bearing pressure of 1750 psf and minimum allowable lateral passive pressure (for isolated pole per Section 1806.3.4 Increase for poles) of 150 psf/ft.

2.) Concrete: shall be 3000 psi @ 28 days.

3.) Structural Steel Pipe: 8" Sch 40 OD = 8.625", Wall = 0.322" A53 Grade B (Fy = 35 ksi).

4.) All welding to be IAW AWS D1.1 (Steel) latest edition using E70XX electrodes and AWS D1.2 (Alum) with 4043 Alum Alloy Filler. All welds shall be full penetration welds at all points of contact.

5.) Aluminum sign cabinet frame to be connected to steel pipe at cradle locations—see detail. Steel angle cradle welded to steel tube with E70XX welds. Steel angle bolted to aluminum angle with min. (4) 3/8" SS Bolts / Nuts / Washers per cradle. The cradle locations are shown in the elevation view. Separate dissimilar metals with inert coating material to prevent galvanic reaction.

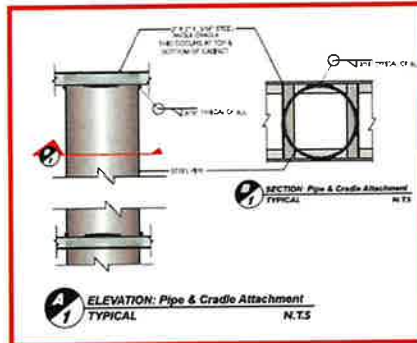
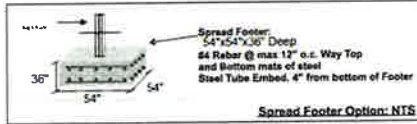
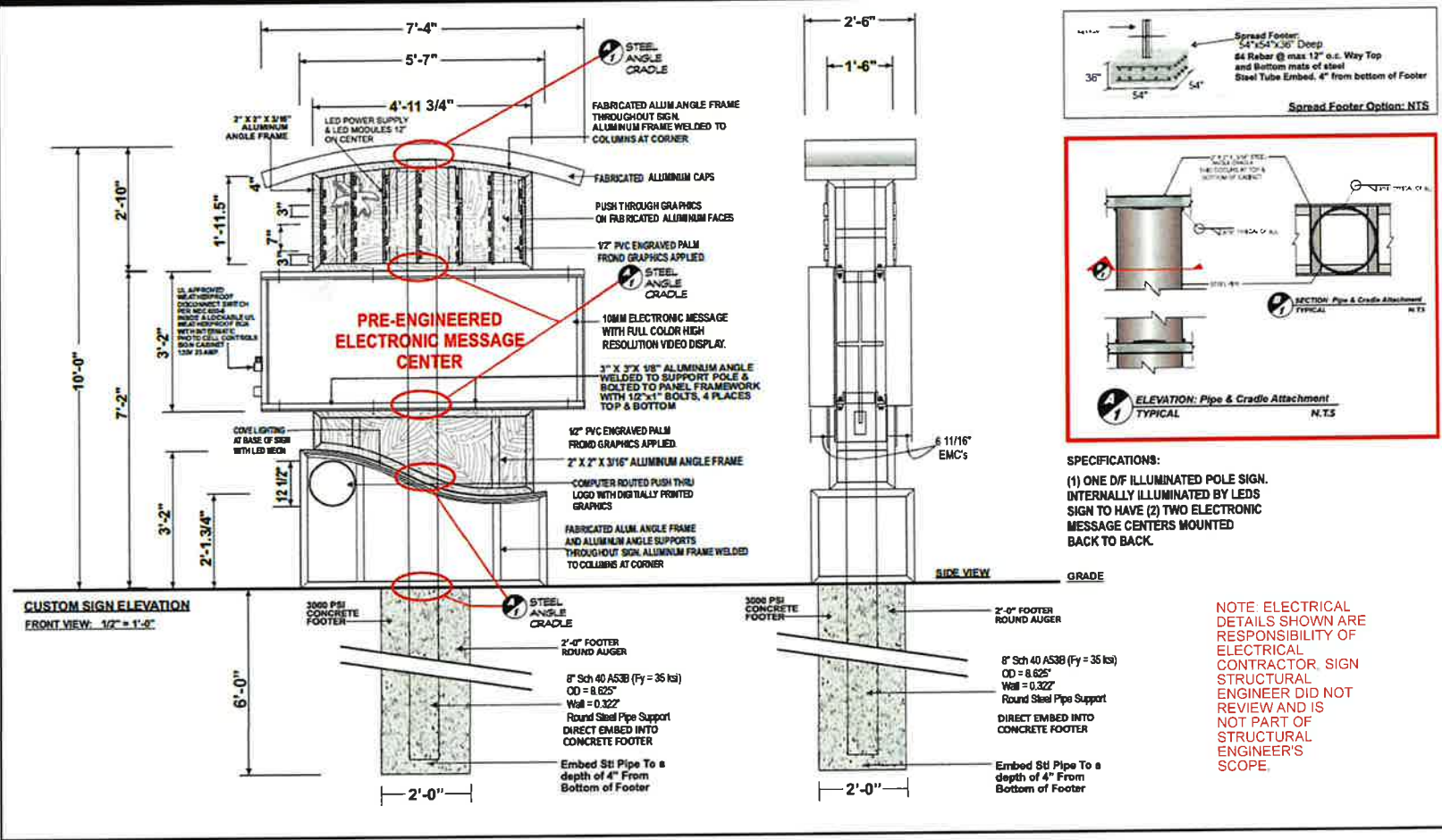
5.) Sign cabinet frame to be 2"x2"x1/8" or 3/16" Alum angle, 6061-T6 grade. Sign cabinet cover to be 0.063" Alum 3003-H14 metal skin attached to alum frame with #10 Self-tapping SMS 12" o.c. max spacing or stitch welds @ 6" o.c.

6.) All reinforcing steel shall detailed fabricated and installed in accordance with ACI-318 and the Manual of Standard Practice for Detailing Reinforced Concrete ACI-315, latest editions. Reinforcing steel shall be new billet deformed bars, free of scale, rust, oil or other substances inhibiting bond conforming to ASTM A-615, Grade 60, with minimum yield strength of 60,000 psi. Maintain min. 3" concrete cover.

This structure has been designed in accordance with the requirements of Chapter 16, Structural Design, of the 8th Edition (2023) Florida Building Code. The following wind load requirements, in accordance with Section 1609, were employed in the design of the structure:

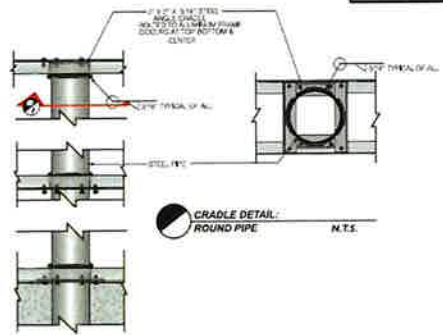
- Ultimate Design Wind Speed: 140 MPH (3-Second Gust Wind Speed) - Tampa, FL
- Nominal Design Wind Speed: 109 MPH (3-Second Gust Wind Speed)
- Building Risk Category: II
- Wind Exposure: C
- Force Coefficient, C<sub>f</sub> = 1.45
- Design Pressure: 26.8 PSF

FREESTANDING SIGN ELEVATION DETAILS



SPECIFICATIONS:  
(1) ONE D/F ILLUMINATED POLE SIGN.  
INTERNALLY ILLUMINATED BY LEDS  
SIGN TO HAVE (2) TWO ELECTRONIC  
MESSAGE CENTERS MOUNTED  
BACK TO BACK.

NOTE: ELECTRICAL  
DETAILS SHOWN ARE  
RESPONSIBILITY OF  
ELECTRICAL  
CONTRACTOR. SIGN  
STRUCTURAL  
ENGINEER DID NOT  
REVIEW AND IS  
NOT PART OF  
STRUCTURAL  
ENGINEER'S  
SCOPE.



This item has been digitally signed  
and sealed by James D. Wells, Jr.,  
P.E. on the date adjacent to the  
seal. Printed copies of this  
document are not considered  
signed and sealed and the  
signature must be verified on any  
electronic copies.



Digitally  
signed by  
James D Wells  
Jr  
Date:  
2024.12.13  
12:15:08 -05'00'

Location:  
Village of Palm Springs Pylon Sign  
11311 North 15th Street  
Tampa, FL 33612

J & L Wells Consulting LLC  
1453 Arbutus Circle  
Oviedo, FL 32765  
(407) 496-5489  
Certificate of Authorization No. 27162

Engineer of Record:  
James D. Wells, Jr., P.E.  
Florida Professional Engineer No. 53616



DATE: 9/03/24  
DESIGNER: RB  
REVISIONS / DATE:  
1)  
2)  
3)  
SHEET 1 OF 1  
VILLAGE OF PALM SPRINGS  
11311 North 15th Street  
Tampa, FL 33612  
RAYMOND WELLS  
Title:  
Project:  
Description:  
The design engineer is responsible for the design of the structure and the design of the structure and the design of the structure.



Signs are intended to be installed in accordance with the installation instructions provided with the sign and the NEC. The manufacturer is responsible for the ultimate decision to approve or disapprove.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

www.kenco2000inc.com

**PRE-ENGINEERED ELECTRONIC MESSAGE BOARDS**

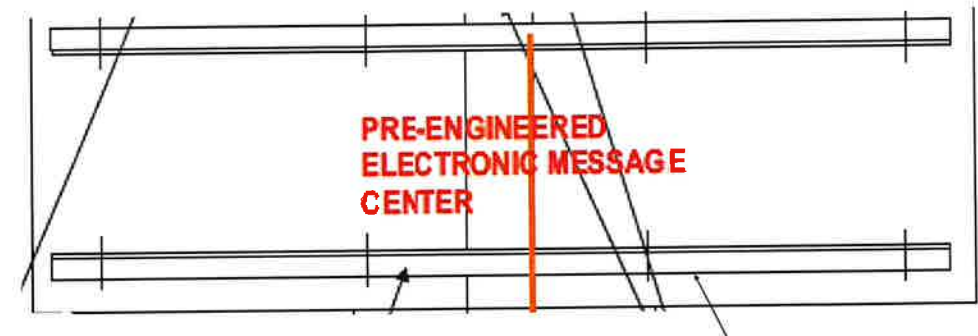
**FRONT VIEW:** Shows overall length, cantilever, upright spacing, and upright.

**BACK VIEW:** Shows overall length, overall height, lifting points, power input, and backview.

**EXTRUDED REAR TRACK DETAILS:** Shows track dimensions: 1/4" (2x) width, 1/4" (2x) track offset, and typical edge of cabinet to track center offset.

| CABINET SPECIFICATIONS |                |
|------------------------|----------------|
| CASE ID                | NM0001         |
| OVERALL HEIGHT         | 2500 (192.9)   |
| OVERALL WIDTH          | 540.00 (192.9) |
| VIEWING HEIGHT         | 2100 (165.3)   |
| VIEWING WIDTH          | 544.00 (195.9) |
| WEIGHT                 | 707 KG         |
| WEIGHT W/HARDWARE      | 785 KG         |
| ELECTRICAL             |                |
| VOLTAGE                | 100            |
| TOTAL AMPS             | 21.8           |
| KILOWATT HR/DAY        | 12.1 KWHR      |
| CLAMP LOCATION         |                |
| DIMENSION "A"          | 14.75 (10.3)   |
| WINDLOAD REQUIREMENTS  |                |
| UPRIGHT QTY. (MIN.)    | 2              |
| SPACING (MAX.)         | 115.20 (210.6) |
| CANTILEVER (MAX.)      | 81.88 (146.3)  |
| SPACING (OPTIMAL)      | 72.10 (111.7)  |
| CANTILEVER (OPTIMAL)   | 39.75 (71.4)   |

**REAR TRACK DETAIL:** Shows air intake & exhaust dimensions, including 1/4" (19.0) and 1/4" (19.0) offsets.



NOTE: ELECTRICAL  
DETAILS SHOWN ARE  
RESPONSIBILITY OF  
ELECTRICAL  
CONTRACTOR. SIGN  
STRUCTURAL  
ENGINEER DID NOT  
REVIEW AND IS  
NOT PART OF  
STRUCTURAL  
ENGINEER'S  
SCOPE.

4"x4"x1/4" A36 STEEL ANGLES  
(TOP & BOTTOM) WELDED TO 8"  
SCH 40 STEEL PIPE W/ 3/16" ALL-  
AROUND FILLET WELDS

## Watchfire Field Service Technician Responsibilities

- Provide technical support related to sign assembly, mounting and wiring during installation. Technician will explain and offer advice on all aspects of installation.
- The Watchfire Technician is present in an advisory role to the installer, ultimate authority of the installation resides with the installer and electrician on site.
- Train customers on the use of sign scheduling software, Ignite®.

## Sign Installer Responsibilities

- Verify winds are not in excess of 15mph at the time of install.
- Lift sign off the truck utilizing lifting points.
- Assemble the sign if shipped in multiple sections: Signs over 10'1" in height and/or greater than 48" in length are shipped in multiple sections. Signs 10'1" and under in height and also less than 48" in length are shipped in one section and do not require assembly.
- Insure the sections are never left to free-stand and are always secured by the crane or framing during the installation and stacking process.
- Attach Watchfire provided camera to the camera boom. Once attached, run the camera cable from the camera, inside the boom and down the entire length of the boom. Secure the camera boom bracket to the sign corner and then attached the camera boom. (Consult the onsite Watchfire technician for alternate mounting locations if required.) Connect the webcam cable to the POW48 inside the sign cabinet.
- Mount the Sign.

## Electrician Responsibilities

### Pre-Install

- Install electrical service and meter at jobsite.
- Install main circuit panel.
- Install conduit and wiring from the distribution panel to a junction box at the top of the structure.

### Installation Day

- Attach Watchfire provided temperature sensor to the structure. Typically, the sensor will mount easily on the bottom of the canopy or bottom edge of the sign cabinet. Route the cable through the hole in the bottom of the sign and to the first flare.
- Upon completion of the sign installation, the electrician must run power lines to the disconnects on the back of each sign section.
- Verify all local electrical codes are adhered to.
- Verify the correct voltage and that there are 2 hot-legs, 1 neutral and 1 ground wire.
- Turn on power.
- If power is not applied on the day of install, you MUST contact Watchfire support before cycling power for the first time.

Failure to follow recommended installation procedures could result in voided warranty.

## MOUNTING

| NOTES (CONTRACTORS)      |  | SPECIFICATIONS        |  | WARRANTY |  | SIGNAGE |  | MOUNTING |  | ELECTRICAL |  | OTHER |  |
|--------------------------|--|-----------------------|--|----------|--|---------|--|----------|--|------------|--|-------|--|
| ALIGNED WITH THE SIGNAGE |  | INTERNAL SIGN CABINET |  | WARRANTY |  | SIGNAGE |  | MOUNTING |  | ELECTRICAL |  | OTHER |  |
| 1                        |  | 0                     |  | 2        |  | 1       |  | 2        |  | 1          |  | 2     |  |

NEW ELECTRONIC MESSAGE CENTERS  
ATTACHED TO MANUFACTURER'S  
MOUNTING BRACKETS PER MANUFAC-  
TURERS INSTALLATION INSTRUCTIONS

SIGN MOUNTING  
BRACKETS WELDED  
TO 4"X4"X1/4"  
STEEL ANGLE w/  
3/16" ALL-AROUND  
FILLET WELDS W/  
E70XX WELDING  
ROD

This item has been digitally signed and sealed by James D. Wells, Jr., P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**Location:**  
Village of Palm Springs Pylon Sign  
11311 North 15th Street  
Tampa, FL 33612

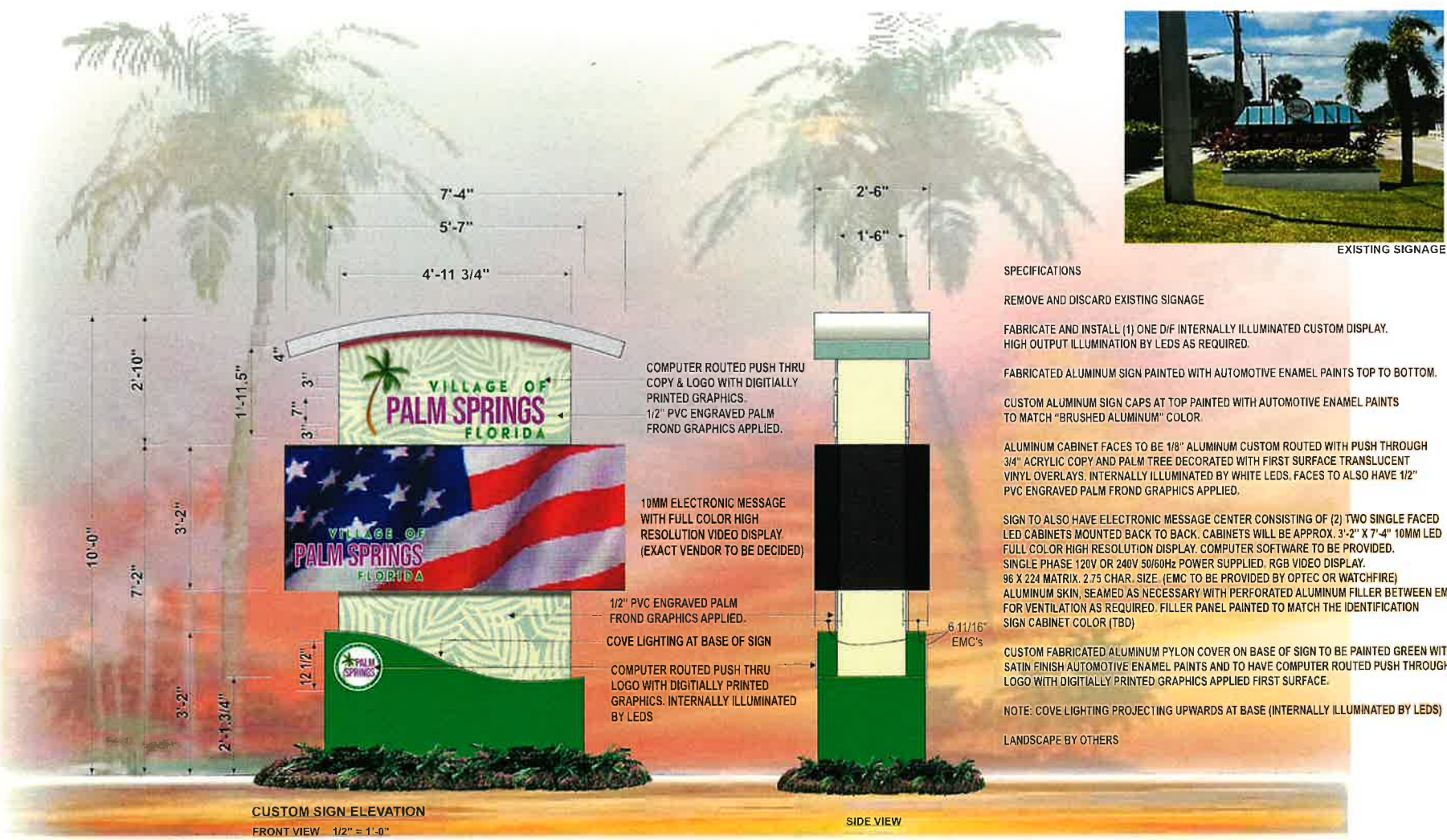
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(407) 496-5489  
Certificate of Authorization No. 27162

Engineer of Record:  
James D. Wells, Jr., P.E.  
Florida Professional Engineer No. 53616



PROPOSED FREESTANDING SIGN

73 SQ FT



EXISTING SIGNAGE



DATE 9/03/24

DESIGNER RB

REVISIONS / DATE:

- 1)
- 2)
- 3)

SHEET 1 OF 1

VILLAGE OF PALM SPR  
11311 North 15th Str  
Tampa, FL 336

RAYMOND WEBB

DATE: 9/3/24

BY: RB

THIS DESIGN IS THE PROPERTY OF KENCO 2000 INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER.

**K**  
**KENCO**  
SIGNS - ST ATEW

**FLORIDA**

DIGITAL DISP  
1539 GARDEN AV  
HOLLY HILL, FL 3  
386-672-1  
800-526-  
FAX: 386-677-2

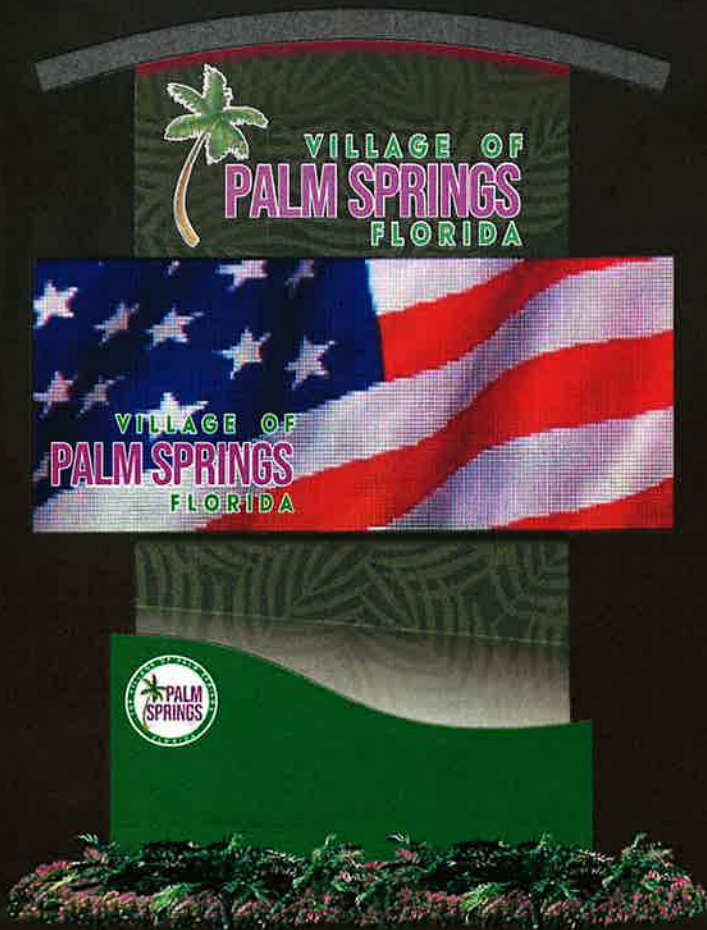
Signs are intended to be installed in accordance with the installation instructions provided with this sign sections and the NEC Authorities having jurisdiction are responsible for the ultimate decision to approve an installation.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and all other applicable local codes. This includes proper grounding and bonding of the sign.

www.kenco2000inc.

PROPOSED FREESTANDING SIGN

73 SQ FT



NIGHT VIEW



DATE: 9/03/24

DESIGNER: RB

REVISIONS / DATE:

- 1)
- 2)
- 3)

SHEET 1 OF 1

VILLAGE OF PALM SPRINGS  
11311 North 15th Street  
Tampa, FL 33613

DESIGNED BY: RAYMOND WEBB

CHECKED BY:

DATE: 9/3/24

APPROVED BY:

This drawing is intended to be used as a guide only. It is not to be used for construction or as a basis for any other work without the written approval of the design engineer.

**K**  
**KENCO**  
SIGNS - ST. ATEWA  
**LED**  
**FLORIDA**  
DIGITAL DISP  
1539 GARDEN AV  
HOLLY HILL, FL 3  
386-672-1  
800-526-2  
FAX 386-677-2

Signs are intended to be installed in accordance with the installation instructions provided with the sign sections and the NEC. Authorities having jurisdiction are responsible for the ultimate decision to approve an installation.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local code. This includes proper grounding and bonding of the sign.

[www.kenco2000inc.com](http://www.kenco2000inc.com)





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Utilities

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**ITEM #7:** Authorize Emergency Repair - Gravity Sewer Repair Davis Road. - Utilities (FY 2025 Budget - Water & Sewer Enterprise Fund)

**SUMMARY:** The Utilities Department made an emergency repair on a 4" gravity sewer line that connects to a 12" gravity sewer main at the intersection of Davis Road and Pinehurst Road. The gravity sewer line that serves a resident collapsed in multiple places, including close to the connection to the gravity sewer main, causing an interruption in service. The gravity sewer line was too deep at the connection to the sewer main for Village staff to repair, and a contractor was required. Industry Standard Engineering Contractor was selected by Utilities to repair the gravity sewer line due to their immediate availability, and their willingness to allow the Village to utilize the pricing of their Utility Labor Services contract with Indian River County. The cost of repair and maintenance of traffic totals \$43,985.00, which the Village Manager approved as an emergency purchase.

Under the Village's Purchasing Code, Section 58-12, the item is now being presented to the Council for approval, as it exceeded the \$35,000 threshold.

To ensure the lowest possible price, the Village staff suggest piggybacking Indian River County's Utility Labor Services contract for potential future use. This contract is for various water distribution, wastewater collection, and lift station rehabilitation related repairs or projects and was selected by Indian River County through a competitive selection process (RFP #2025005–August 8, 2024). The Village will accept Industry Standard's pricing, which is approved under Indian River County's contract, including all terms, conditions, and pricing. The proposed Indian River County contract will expire on October 22, 2026, and has two (2) additional one (1) year renewal options.

The Village's Purchasing Code, Section 58-9, allows it to access contracts from other government agencies for goods and services. The Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract, contracts of any Florida political subdivision, or from any other governmental entity (other than the Federal government) provided that the same or substantially similar goods and/or services were competitively solicited.

### **FISCAL IMPACT:**

Funds for this emergency repair are available within the FY 2025 Budget – Water and Sewer Fund. A budget amendment or internal budget transfer will be requested at a later date if needed.

### **ATTACHMENTS:**

1. Repair Proposal - Industry Standard
2. Executed Agreement- Indian River County
3. Proposal Rankings - Indian River County

#### 4. Request for Proposals - Indian River County



**INDUSTRY STANDARD**  
Engineering Contractor

**RFP Proposal**

**To: Lazaro Farrey - Village of Palm Springs**  
**Project: Davis Rd lateral Repair**  
**Address: 301 Pinehurst Rd, Palm Springs, FL 33461**  
**RFP# 25-03-00**  
**Date: 1/3/2025**

**Work Description**

Mobilization of crew and equipment to Davis Rd lateral repair. Work shall include setting well points and dewatering system around site, excavation and shoring to expose failed sewer pipe and repair, removal of sidewalk, back fill with existing material and compaction. Village to isolate existing WM to allow safe work area during excavation, Industry Standard will reinstall the WM with new pipe and valves if material is provided by Village. VPS to bring vacuor to site if needed to clean out the backed up sewer when pipe is being repaired.

| LI #            | Description                  | QTY | Unit | Unit Rate   | Price        |
|-----------------|------------------------------|-----|------|-------------|--------------|
| A1 b            | Mobilization                 | 1   | LS   | \$ 2,000.00 | \$ 2,000.00  |
| A1e             | Trench Safety standards      | 20  | LF   | \$ 100.00   | \$ 2,000.00  |
| A2 a            | Residential MOT              | 830 | LF   | \$ 1.50     | \$ 1,245.00  |
| A10             | Connect to existing pipe     | 1   | EA   | \$ 3,000.00 | \$ 3,000.00  |
| A37             | Dewater                      | 60  | LF   | \$ 299.00   | \$ 17,940.00 |
| D1              | Crew truck with tools        | 40  | HR   | \$ 130.00   | \$ 5,200.00  |
| D2              | 3 man crew with 1 supervisor | 40  | HR   | \$ 315.00   | \$ 12,600.00 |
|                 |                              |     |      |             |              |
| Sub Total :     |                              |     |      |             | \$43,985.00  |
|                 |                              |     |      |             |              |
| Total Proposal: |                              |     |      |             | \$43,985.00  |

Industry Standard  
Jay Breig  
[jbreig@is-standard.com](mailto:jbreig@is-standard.com)

Exclusions: Permits, Vac Truck, restoration, sod, concrete, Linestop, anything not listed above.

Approval: \_\_\_\_\_ PLEASE SIGN

We look forward to providing you with great service and a completed job.



## **CONTINUING CONTRACT AGREEMENT FOR ANNUAL UTILITY LABOR SERVICES**

THIS AGREEMENT, entered into this 22nd day of October 2024, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**”, and G3 Contracting, Inc. dba Industry Standard hereinafter referred to as the “**CONTRACTOR**”.

### **BACKGROUND RECITALS:**

COUNTY selected CONTRACTOR to provide work related to various utility installation and repair services (“Services”), based on a proposal received in response to Request for Proposals 2025005.

That the COUNTY and the CONTRACTOR, in consideration of their mutual covenants, herein agree with respect to the performance of construction services by the CONTRACTOR, and the payment for those services by the COUNTY, as set forth below and in individual Work Orders. This agreement shall be referred to as the “MASTER AGREEMENT” under which future Work Orders will apply.

The proposed work consists of various water transmission and distribution, wastewater collection and reclaimed water transmission system improvements, and various and sundry lift station rehabilitation and related projects, as specified in each of the COUNTY’s individual Work Authorizations issued throughout the life of the Contract. The work may include after-hours and emergency work. All material and equipment shall be in strict accordance with the Indian River County Department of Utility Services Water & Wastewater Utility Standards dated May 2019, or latest edition, which may be obtained at no cost online from the Indian River County Department of Utility Services. The work is generally located in Indian River County in the Urban Service Area, although transmission utilities are located outside of this boundary.

The CONTRACTOR shall provide the COUNTY with services and at the rates provided in Exhibit 1, Contractor’s Price Proposal.

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

### **1. GENERAL**

1.1 Services shall be identified in individual Purchase Orders, and performed in a timely, efficient, cost-effective manner. Purchase Orders shall reference a quote or proposal number, which includes a description of services to be performed; a statement of fees; a projected schedule for completion of the work to be performed by the CONTRACTOR; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

1.2 Whenever the term Purchase Order is used herein, it is intended to mean a formal document, that is dated; serially numbered; in the COUNTY’s standard template, and executed by the COUNTY, by which the COUNTY accepts CONTRACTOR’s proposal for specific services and CONTRACTOR indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. No work may begin until the executed Purchase Order is provided to the CONTRACTOR, and until any required bonds and insurance are accepted by COUNTY.

1.3 Services related to any individual Purchase Order which would increase or decrease cost, or which are otherwise outside the scope of Services or level of effort contemplated by the Purchase

Order shall be Services for which the CONTRACTOR must obtain the prior written approval of the COUNTY, as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Purchase Order; and when properly authorized and executed by both the CONTRACTOR and the COUNTY, shall become an amendment to the Purchase Order or a new Purchase Order, at the sole option of the COUNTY. A separate Notice-to-Proceed may, at the sole option of the COUNTY, be given for each phase of the services contained in any Work Order hereunder.

1.4 A Purchase Order shall not give rise to any contractual rights until it meets the foregoing requirements. Each written Notice-to-Proceed and specific Purchase Order, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Purchase Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated into each individual Purchase Order as if fully set forth therein.

1.5 No representation or guarantee is made by COUNTY as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONTRACTOR will receive during the term of this Agreement.

1.6 The Background Recitals are true and correct and form a material part of this Agreement.

## **2. COUNTY OBLIGATIONS**

2.1 The COUNTY will provide the CONTRACTOR with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to a Project. The CONTRACTOR shall satisfy itself as to accuracy of any data provided. The CONTRACTOR is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONTRACTOR'S attention.

2.2 The COUNTY shall arrange for access to, and make provisions for the CONTRACTOR to enter upon, public and private property (where required) as necessary for the CONTRACTOR to perform its Services, upon timely written request of CONTRACTOR to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONTRACTOR, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 The COUNTY reserves the right to appoint one or more Project Managers for the specific Services in connection with any Work Order. The Project Manager shall:  
(a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONTRACTOR; (c) communicate the COUNTY's policies and decisions to the CONTRACTOR regarding the Services; and (d) determine, initially, whether the CONTRACTOR is fulfilling its duties, responsibilities, and obligations hereunder.

2.6 The COUNTY shall give prompt written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONTRACTOR's Services. If the CONTRACTOR has been delayed in completing its Services through no fault or negligence of either the CONTRACTOR or any subcontractor, and, as a result will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the CONTRACTOR shall promptly notify the Project Manager. In the COUNTY's sole discretion, and upon the submission to the COUNTY of



evidence of the causes of the delay, the Work Order shall be modified in writing as set forth in this Agreement, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.7 The CONTRACTOR shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONTRACTOR's control and through no fault or negligence of the CONTRACTOR. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONTRACTOR shall mutually agree, in writing, to the modifications to be made to this Agreement.

### **3. RESPONSIBILITIES OF THE CONTRACTOR**

3.1 The CONTRACTOR agrees to perform all necessary Services in connection with the assigned Project(s) as set forth in the Purchase Orders and in this Agreement.

3.2 The CONTRACTOR agrees to complete the Project within the time frame specified in the Purchase Order.

3.3 The CONTRACTOR will maintain an adequate staff of qualified personnel.

3.4 The CONTRACTOR will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.5 The CONTRACTOR, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONTRACTOR under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age, or sex; and (2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

3.6 The CONTRACTOR shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services as described in this Agreement. The CONTRACTOR shall also require all subcontractors to comply by contract with the provisions of this section.

3.7 The CONTRACTOR will prepare all necessary sketches and completed application forms to accompany the COUNTY's applications for any required federal, state, or local permits.

3.8 The CONTRACTOR will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.9 The CONTRACTOR will cooperate and coordinate with other COUNTY Contractors, as directed by the COUNTY.

3.10 All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONTRACTOR for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, and upon final payment all of the above data shall be delivered to the County Project Manager.

3.11 CONTRACTOR is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONTRACTOR is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

#### **4. TERM; DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of two years, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination", This Agreement may be extended for two additional one-year terms, by mutual consent of the parties.

#### **5. COMPENSATION**

Work Authorizations that are less than \$200,000.00 may not require a Public Construction Bond. COUNTY shall make only one payment for the entire amount of the related applicable Purchase Order after the terms of the related applicable Work Authorization have been fulfilled. Upon determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

#### **6. ADDITIONAL WORK**

6.1 If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONTRACTOR to provide, either directly by the CONTRACTOR or by a subcontractor, such additional services by a new Purchase Order or by a written amendment to a specific Purchase Order.

#### **7. INSURANCE AND INDEMNIFICATION**

7.1 The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.

7.2 The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.

7.3 The Contractor shall procure and maintain broad form commercial general liability



insurance (including contractual coverage) and commercial automobile liability insurance in amounts as specified in Request for Proposals 2025005. The County shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

7.4 The Contractor shall furnish the County a certificate of insurance in a form acceptable to the County for the insurance required. Such certificate or an endorsement provided by the contractor must state that the County will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming County as Additional Insured must accompany the Certificate of Insurance.

7.5 CONTRACTOR shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

7.6 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONTRACTOR with separate written notice of such adjusted limits and CONTRACTOR shall comply within thirty (30) days of receipt thereof. The failure by CONTRACTOR to provide such additional coverage shall constitute a default by CONTRACTOR and shall be grounds for termination of this Agreement by the COUNTY.

7.7 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising out of or related to the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

## **8. TERMINATION**

8.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONTRACTOR; or (b) by the CONTRACTOR, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.2 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily completed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONTRACTOR, or the percentage of work complete as estimated by the CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

8.3 Termination for Cause The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the COUNTY with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the COUNTY may have under this Contract or under law:

- (1) if in the COUNTY's opinion CONTRACTOR is improperly performing work or



violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the COUNTY's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or

(5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

(6) CONTRACTOR submits a false invoice to the COUNTY.

8.4 COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY. If the CONTRACTOR fails to correct or cure within the time provided, COUNTY may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the COUNTY may authorize CONTRACTOR to restore any work sites.

8.5 The CONTRACTOR shall be liable for:

(1) any new cost incurred by the COUNTY in soliciting bids or proposals for and letting a new contract; and

(2) the difference between the cost of completing the new contract and the cost of completing this Contract;

(3) any court costs and attorney's fees associated with any lawsuit undertaken by COUNTY to enforce its rights herein.

8.6 CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. COUNTY may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this agreement if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

## **9. MISCELLANEOUS PROVISIONS**

9.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONTRACTOR or employees or subcontractors of the CONTRACTOR are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

9.2 Merger; Modification. This Agreement incorporates and includes all prior and

contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONTRACTOR and the COUNTY.

9.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

9.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

9.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

9.7 No Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.8 Survival. Except as otherwise expressly provided herein, each obligation In this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

9.9 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so



that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

9.11 Public Records Compliance. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant 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 Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**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:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney  
1801 27<sup>th</sup> Street, Vero Beach, FL 32960**

Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

9.12 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County  
Attn: Duke Hawkins

1801 27th Street  
Vero Beach, FL 32960-3365

Contractor:

Notices shall be effective when received at the address as specified above. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

9.13 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

9.14 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

9.16 Sovereign Immunity. Nothing in this Agreement is intended to, or shall be interpreted to, constitute a waiver or limitation of the COUNTY's sovereign immunity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY

COMPANY NAME

By: Susan Adams  
Susan Adams, Chairman

By: Brett Garman  
Name: Brett Garman  
Title: President

By: John A. Titkanich, Jr.  
John A. Titkanich, Jr., County Administrator



(Corporate Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

If CONTRACTOR is a corporation or partnership, attach evidence of authority to sign)

By: Jennifer W. Shuler  
Jennifer W. Shuler, County Attorney

Attest: 777  
Name: Ray Brady  
Title: Vice President

Ryan L. Butler, Clerk of Court and Comptroller

Attest: Randi Waudlow  
Deputy Clerk

(SEAL)





[Department of State](#) [Division of Corporations](#) [Search Records](#) [Search by Entity Name](#)

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g3

[Events](#) **No Name History**

## Detail by Entity Name

Florida Profit Corporation  
G3 CONTRACTING, INC.

### Filing Information

|                      |              |
|----------------------|--------------|
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| Event Date Filed     | 05/18/2018   |
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### Principal Address

431 COUNTY RD 415  
NEW SMYRNA BEACH, FL 32168

Changed: 07/28/2021

### Mailing Address

431 County Road 415  
NEW SMYRNA BEACH, FL 32168

Changed: 03/11/2019

### Registered Agent Name & Address

GARMON, BRETT  
431 County Road 415  
NEW SMYRNA BEACH, FL 32168

Name Changed: 05/18/2018

Address Changed: 04/25/2024

### Officer/Director Detail

#### **Name & Address**

Title President, Director

GARMON, BRETT  
431 County Road 415  
NEW SMYRNA BEACH, FL 32168

Title VP, Director

Breig, Jay Bryan  
921 SW PINE TREE LN  
PALM CITY, FL 34990

Exhibit 1 – Proposal Price Form

Company Name:

**G3 Contracting, Inc. DBA Industry Standard**

| Item No.         |                                                                 | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|------------------|-----------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
| <b>SECTION A</b> |                                                                 |      |                                    |                            |                                           |
| A1               | <b>Mobilization</b>                                             |      |                                    |                            |                                           |
|                  | (a) Emergency Event                                             | EA   | \$ 4,200.00                        |                            |                                           |
|                  | (b) Non - Emergency Event                                       | EA   | \$ 2,000.00                        |                            |                                           |
|                  | (c) 100% Public Construction Bond - percent of project price    | %    | 4.00%                              |                            |                                           |
|                  | (d) Confined Space Entry Compliance (per site)                  | LS   | \$ 82.00                           |                            |                                           |
|                  | (e) Cost of Compliance with trench safety standards             | LF   | \$ 100.00                          |                            |                                           |
|                  | (f) Cost of Compliance with trench special shoring requirements | SF   | \$ 45.00                           |                            |                                           |
| A2               | <b>Traffic Control/NPDS compliance</b>                          |      |                                    |                            |                                           |
|                  | (a) Residential Street                                          | LF   | \$ 1.50                            |                            |                                           |
|                  | (b) Arterial Roadway                                            | LF   | \$ 2.50                            |                            |                                           |
|                  | (c) FDOT Roadway                                                | LF   | \$ 4.50                            |                            |                                           |
|                  | (d) Erosion Control/BMP                                         | LF   | \$ 80.00                           |                            |                                           |
| A3               | <b>Video Documentation</b>                                      |      |                                    |                            |                                           |
|                  | (a) Pre-Construction                                            | LF   | \$ 4.00                            |                            |                                           |
|                  | (b) Post-Construction Video                                     | LF   | \$ 3.00                            |                            |                                           |
| A4               | <b>Water Main - PVC</b>                                         |      |                                    |                            |                                           |
|                  | (a) 2-inch                                                      | LF   | \$ 3.00                            | \$ 43.00                   | \$ 46.00                                  |
|                  | (b) 4-inch                                                      | LF   | \$ 9.57                            | \$ 69.43                   | \$ 79.00                                  |
|                  | (c) 6-inch                                                      | LF   | \$ 21.00                           | \$ 66.00                   | \$ 87.00                                  |
|                  | (d) 8-inch                                                      | LF   | \$ 36.00                           | \$ 54.00                   | \$ 90.00                                  |
|                  | (e) 10-inch                                                     | LF   | \$ 53.00                           | \$ 57.00                   | \$ 110.00                                 |
|                  | (f) 12-inch                                                     | LF   | \$ 75.00                           | \$ 60.00                   | \$ 135.00                                 |
|                  | (g) 16-inch                                                     | LF   |                                    |                            |                                           |
|                  | (h) 18-inch                                                     | LF   |                                    |                            |                                           |
|                  | (i) 20-inch                                                     | LF   |                                    |                            |                                           |
|                  | (j) 24-inch                                                     | LF   |                                    |                            |                                           |
| A5               | <b>Water Main - DIP Cement Lined Interior for Water Mains</b>   |      |                                    |                            |                                           |
|                  | (a) 4-inch                                                      | LF   | \$ 54.00                           | \$ 42.00                   | \$ 96.00                                  |
|                  | (b) 6-inch                                                      | LF   | \$ 42.00                           | \$ 42.00                   | \$ 84.00                                  |
|                  | (c) 8-inch                                                      | LF   | \$ 44.00                           | \$ 51.00                   | \$ 95.00                                  |
|                  | (d) 10-inch                                                     | LF   | \$ 65.00                           | \$ 125.00                  | \$ 190.00                                 |
|                  | (e) 12-inch                                                     | LF   | \$ 86.00                           | \$ 113.00                  | \$ 199.00                                 |
|                  | (f) 16-inch                                                     | LF   |                                    |                            |                                           |
|                  | (g) 18-inch                                                     | LF   |                                    |                            |                                           |

| Item No. |                                                                    | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|--------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (h) 20-inch                                                        | LF   |                                    |                            |                                           |
| A6       | <b>Sewer Pipe - DIP Epoxy Lined Interior for Sewer Force Mains</b> |      |                                    |                            |                                           |
|          | (a) 4-inch                                                         | LF   | \$ 53.00                           | \$ 52.00                   | \$ 105.00                                 |
|          | (b) 6-inch                                                         | LF   | \$ 43.00                           | \$ 62.00                   | \$ 105.00                                 |
|          | (c) 8-inch                                                         | LF   | \$ 55.00                           | \$ 60.00                   | \$ 115.00                                 |
|          | (d) 10-inch                                                        | LF   | \$ 65.00                           | \$ 65.00                   | \$ 130.00                                 |
|          | (e) 12-inch                                                        | LF   | \$ 88.00                           | \$ 117.00                  | \$ 205.00                                 |
|          | (f) 16-inch                                                        | LF   |                                    |                            |                                           |
|          | (g) 18-inch                                                        | LF   |                                    |                            |                                           |
|          | (h) 20-inch                                                        | LF   |                                    |                            |                                           |
|          | (i) 24-inch                                                        | LF   |                                    |                            |                                           |
| A7       | <b>DIP Pipe, Epoxy Lined Class 52, Flanged Joint</b>               |      |                                    |                            |                                           |
|          | (a) 4-inch                                                         | LF   | \$ 228.00                          | \$ 200.00                  | \$ 428.00                                 |
|          | (b) 6-inch                                                         | LF   | \$ 256.00                          | \$ 200.00                  | \$ 456.00                                 |
|          | (c) 8-inch                                                         | LF   | \$ 330.00                          | \$ 220.00                  | \$ 550.00                                 |
|          | (d) 10-inch                                                        | LF   | \$ 395.00                          | \$ 225.00                  | \$ 620.00                                 |
|          | (e) 12-inch                                                        | LF   | \$ 489.00                          | \$ 234.00                  | \$ 723.00                                 |
| A8       | <b>PVC Gravity Sewer - 8 inch</b>                                  |      |                                    |                            |                                           |
|          | (a) 0'-6'                                                          | LF   |                                    |                            |                                           |
|          | (b) 6'-8'                                                          | LF   |                                    |                            |                                           |
|          | (c) 8'-10'                                                         | LF   |                                    |                            |                                           |
|          | (d) 10'-12'                                                        | LF   |                                    |                            |                                           |
|          | (e) 12'-14'                                                        | LF   |                                    |                            |                                           |
| A9       | <b>PVC Gravity Sewer - 10 inch</b>                                 |      |                                    |                            |                                           |
|          | (a) 0'-6'                                                          | LF   |                                    |                            |                                           |
|          | (b) 6'-8'                                                          | LF   |                                    |                            |                                           |
|          | (c) 8'-10'                                                         | LF   |                                    |                            |                                           |
|          | (d) 10'-12'                                                        | LF   |                                    |                            |                                           |
|          | (e) 12'-14'                                                        | LF   |                                    |                            |                                           |
| A10      | <b>Connect to Existing Pipe</b>                                    |      |                                    |                            |                                           |
|          | (a) (<12")                                                         | EA   | \$ 1,000.00                        | \$ 2,000.00                | \$ 3,000.00                               |
|          | (b) (>=12")                                                        | EA   | \$ 1,500.00                        | \$ 4,000.00                | \$ 5,500.00                               |
| A11      | <b>Precast Concrete Manhole-Lined</b>                              |      |                                    |                            |                                           |
|          | (a) 0'-6'                                                          | EA   |                                    |                            |                                           |
|          | (b) 6'-8'                                                          | EA   |                                    |                            |                                           |



| Item No. |                                                      | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (c) 8'-10'                                           | EA   |                                    |                            |                                           |
|          | (d) 10'-12'                                          | EA   |                                    |                            |                                           |
|          | (e) 12'-14'                                          | EA   |                                    |                            |                                           |
| A12      | <b>Precast Concrete Manhole-Unlined</b>              |      |                                    |                            |                                           |
|          | (a) 0'-6'                                            | EA   |                                    |                            |                                           |
|          | (b) 6'-8'                                            | EA   |                                    |                            |                                           |
|          | (c) 8'-10'                                           | EA   |                                    |                            |                                           |
|          | (d) 10'-12'                                          | EA   |                                    |                            |                                           |
|          | (e) 12'-14'                                          | EA   |                                    |                            |                                           |
| A13      | <b>Mechanical Joint Bell Restraints-PVC</b>          |      |                                    |                            |                                           |
|          | (a) 2-inch                                           | EA   | \$ 70.00                           | \$ 300.00                  | \$ 370.00                                 |
|          | (b) 4-inch                                           | EA   | \$ 75.00                           | \$ 325.00                  | \$ 400.00                                 |
|          | (c) 6-inch                                           | EA   | \$ 80.00                           | \$ 420.00                  | \$ 500.00                                 |
|          | (d) 8-inch                                           | EA   | \$ 140.00                          | \$ 420.00                  | \$ 560.00                                 |
|          | (e) 10-inch                                          | EA   | \$ 260.00                          | \$ 450.00                  | \$ 710.00                                 |
|          | (f) 12-inch                                          | EA   | \$ 300.00                          | \$ 410.00                  | \$ 710.00                                 |
|          | (g) 16-inch                                          | EA   |                                    |                            |                                           |
|          | (h) 18-inch                                          | EA   |                                    |                            |                                           |
|          | (i) 20-inch                                          | EA   |                                    |                            |                                           |
|          | (j) 24-inch                                          | EA   |                                    |                            |                                           |
| A14      | <b>Mechanical Joint Bell Restraints-Ductile Iron</b> |      |                                    |                            |                                           |
|          | (a) 2-inch                                           | EA   | \$ 65.00                           | \$ 200.00                  | \$ 265.00                                 |
|          | (b) 4-inch                                           | EA   | \$ 200.00                          | \$ 200.00                  | \$ 400.00                                 |
|          | (c) 6-inch                                           | EA   | \$ 270.00                          | \$ 200.00                  | \$ 470.00                                 |
|          | (d) 8-inch                                           | EA   | \$ 380.00                          | \$ 200.00                  | \$ 580.00                                 |
|          | (e) 10-inch                                          | EA   | \$ 600.00                          | \$ 350.00                  | \$ 950.00                                 |
|          | (f) 12-inch                                          | EA   | \$ 735.00                          | \$ 400.00                  | \$ 1,135.00                               |
|          | (g) 16-inch                                          | EA   |                                    |                            |                                           |
|          | (h) 18-inch                                          | EA   |                                    |                            |                                           |
|          | (i) 20-inch                                          | EA   |                                    |                            |                                           |
|          | (j) 24-inch                                          | EA   |                                    |                            |                                           |

| Item No. |                                                                        | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|------------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
| A15      | <b>Ductile Iron Fittings (C-153 Compact Fittings)</b>                  |      |                                    |                            |                                           |
|          | (a) Interior Cement Lined                                              | TN   | \$ 8,800.00                        | \$ 4,000.00                | \$ 12,800.00                              |
|          | (b) Interior Cement Lined and Exterior Fusion Bonded Epoxy Coated      | TN   | \$ 23,800.00                       | \$ 4,000.00                | \$ 27,800.00                              |
|          | (c) Interior Epoxy Coated                                              | TN   | \$ 23,800.00                       | \$ 5,000.00                | \$ 28,800.00                              |
| A16      | <b>Fitting Restraint (Per one (1) unit)</b>                            |      |                                    |                            |                                           |
|          | (a) 4-inch                                                             | EA   | \$ 68.00                           | \$ 100.00                  | \$ 168.00                                 |
|          | (b) 6-inch                                                             | EA   | \$ 85.00                           | \$ 120.00                  | \$ 205.00                                 |
|          | (c) 8-inch                                                             | EA   | \$ 113.00                          | \$ 120.00                  | \$ 233.00                                 |
|          | (d) 10-inch                                                            | EA   | \$ 200.00                          | \$ 150.00                  | \$ 350.00                                 |
|          | (e) 12-inch                                                            | EA   | \$ 210.00                          | \$ 200.00                  | \$ 410.00                                 |
|          | (f) 16-inch                                                            | EA   |                                    |                            |                                           |
|          | (g) 18-inch                                                            | EA   |                                    |                            |                                           |
|          | (h) 20-inch                                                            | EA   |                                    |                            |                                           |
|          | (i) 24-inch                                                            | EA   |                                    |                            |                                           |
| A17      | <b>Fitting Restraint - Stainless Steel Hardware (one (1) per unit)</b> |      |                                    |                            |                                           |
|          | (a) 4-inch                                                             | EA   | \$ 80.00                           | \$ 100.00                  | \$ 180.00                                 |
|          | (b) 6-inch                                                             | EA   | \$ 100.00                          | \$ 120.00                  | \$ 220.00                                 |
|          | (c) 8-inch                                                             | EA   | \$ 135.00                          | \$ 120.00                  | \$ 255.00                                 |
|          | (d) 10-inch                                                            | EA   | \$ 235.00                          | \$ 150.00                  | \$ 385.00                                 |
|          | (e) 12-inch                                                            | EA   | \$ 250.00                          | \$ 200.00                  | \$ 450.00                                 |
|          | (f) 16-inch                                                            | EA   |                                    |                            |                                           |
|          | (g) 18-inch                                                            | EA   |                                    |                            |                                           |
|          | (h) 20-inch                                                            | EA   |                                    |                            |                                           |
|          | (i) 24-inch                                                            | EA   |                                    |                            |                                           |
| A18      | <b>Tapping Sleeve and Valve (pressure test &amp; tap included)</b>     |      |                                    |                            |                                           |
|          | (a) 6"x6"                                                              | EA   | \$ 3,700.00                        | \$ 9,500.00                | \$ 13,200.00                              |
|          | (b) 8"x6"                                                              | EA   | \$ 3,800.00                        | \$ 9,500.00                | \$ 13,200.00                              |
|          | (c) 8"x8"                                                              | EA   | \$ 5,100.00                        | \$ 9,500.00                | \$ 14,600.00                              |
|          | (d) 10"x6"                                                             | EA   | \$ 4,000.00                        | \$ 11,000.00               | \$ 15,000.00                              |
|          | (e) 10"x8"                                                             | EA   | \$ 5,400.00                        | \$ 11,000.00               | \$ 16,400.00                              |
|          | (f) 12"x6"                                                             | EA   | \$ 4,500.00                        | \$ 11,700.00               | \$ 16,200.00                              |
|          | (g) 12"x8"                                                             | EA   | \$ 5,850.00                        | \$ 11,700.00               | \$ 17,550.00                              |
|          | (h) 12"x12"                                                            | EA   | \$ 11,000.00                       | \$ 11,700.00               | \$ 22,700.00                              |
|          | (i) 16"x6"                                                             | EA   | \$ 7,500.00                        | \$ 18,500.00               | \$ 26,000.00                              |
| A19      | <b>Resilient Seat Gate Valve Assemblies</b>                            |      |                                    |                            |                                           |
|          | (a) 2-inch                                                             | EA   | \$ 1,550.00                        | \$ 1,100.00                | \$ 2,650.00                               |
|          | (b) 4-inch                                                             | EA   | \$ 2,103.00                        | \$ 1,100.00                | \$ 3,203.00                               |



| Item No. |                                                                     | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|---------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (c) 6-inch                                                          | EA   | \$ 2,235.00                        | \$ 1,200.00                | \$ 3,435.00                               |
|          | (d) 8-inch                                                          | EA   | \$ 3,000.00                        | \$ 1,500.00                | \$ 4,500.00                               |
|          | (e) 10-inch                                                         | EA   | \$ 4,640.00                        | \$ 3,000.00                | \$ 7,640.00                               |
|          | (f) 12-inch                                                         | EA   | \$ 5,688.00                        | \$ 4,000.00                | \$ 9,688.00                               |
|          | (g) 16-inch                                                         | EA   |                                    |                            |                                           |
| A20      | <b>Eccentric Plug Valve Assemblies</b>                              |      |                                    |                            |                                           |
|          | (a) 6-inch                                                          | EA   | \$ 2,023.00                        | \$ 1,100.00                | \$ 3,123.00                               |
|          | (b) 8-inch                                                          | EA   | \$ 3,200.00                        | \$ 1,500.00                | \$ 4,700.00                               |
|          | (c) 12-inch                                                         | EA   | \$ 6,300.00                        | \$ 4,000.00                | \$ 10,300.00                              |
|          | (d) 16-inch                                                         | EA   |                                    |                            |                                           |
|          | (e) 18-inch                                                         | EA   |                                    |                            |                                           |
|          | (f) 24-inch                                                         | EA   |                                    |                            |                                           |
| A21      | <b>Butterfly Valve Assemblies</b>                                   |      |                                    |                            |                                           |
|          | (a) 12-inch                                                         | EA   |                                    |                            |                                           |
|          | (b) 16-inch                                                         | EA   |                                    |                            |                                           |
|          | (c ) 18-inch                                                        | EA   |                                    |                            |                                           |
|          | (d) 20-inch                                                         | EA   |                                    |                            |                                           |
| A22      | <b>Ball Valve Assemblies</b>                                        |      |                                    |                            |                                           |
|          | (a) 3/4-inch                                                        | EA   | \$ 488.00                          | \$ 200.00                  | \$ 688.00                                 |
|          | (b) 1-inch                                                          | EA   | \$ 511.00                          | \$ 200.00                  | \$ 711.00                                 |
|          | (c) 1 1/4-inch                                                      | EA   | \$ 595.00                          | \$ 200.00                  | \$ 795.00                                 |
|          | (d) 1 1/2-inch                                                      | EA   | \$ 654.00                          | \$ 200.00                  | \$ 854.00                                 |
|          | (e) 1 3/4-inch                                                      | EA   | \$ 810.00                          | \$ 200.00                  | \$ 1,010.00                               |
|          | (f) 2-inch                                                          | EA   | \$ 810.00                          | \$ 200.00                  | \$ 1,010.00                               |
| A23      | <b>Check Valve Assemblies</b>                                       |      |                                    |                            |                                           |
|          | (a) 2-inch                                                          | EA   | \$ 1,309.00                        | \$ 1,100.00                | \$ 2,409.00                               |
|          | (b) 4-inch                                                          | EA   | \$ 1,700.00                        | \$ 1,100.00                | \$ 2,800.00                               |
|          | (c) 6-inch                                                          | EA   | \$ 2,260.00                        | \$ 1,200.00                | \$ 3,460.00                               |
|          | (d) 8-inch                                                          | EA   | \$ 3,350.00                        | \$ 1,500.00                | \$ 4,850.00                               |
|          | (e) 12-inch                                                         | EA   | \$ 7,800.00                        | \$ 3,600.00                | \$ 11,400.00                              |
|          | (f) 16-inch                                                         | EA   |                                    |                            |                                           |
|          | (g) 18-inch                                                         | EA   |                                    |                            |                                           |
|          | (h) 20-inch                                                         | EA   |                                    |                            |                                           |
| A24      | <b>Sanitary Sewer Services (constructed with new gravity sewer)</b> |      |                                    |                            |                                           |
|          | (a) 0'-6' (single)                                                  | EA   |                                    |                            |                                           |
|          | (b) 0'-6' (double)                                                  | EA   |                                    |                            |                                           |
|          | (c) 6'-Over (single)                                                | EA   |                                    |                            |                                           |

| Item No. |                                                                           | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|---------------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (d) 6'-Over (double)                                                      | EA   |                                    |                            |                                           |
| A25      | <b>6" Sanitary Sewer Services - Additional Footage</b>                    |      |                                    |                            |                                           |
|          | (a) 0'-6'                                                                 | LF   | \$ 22.00                           | \$ 100.00                  | \$ 122.00                                 |
|          | (b) 6'-Over                                                               | LF   | \$ 22.00                           | \$ 120.00                  | \$ 142.00                                 |
| A26      | <b>Sanitary Sewer Services (constructed on existing sewer lines)</b>      |      |                                    |                            |                                           |
|          | (a) 0'-6' (single)                                                        | EA   | \$ 1,050.00                        | \$ 10,950.00               | \$ 12,000.00                              |
|          | (b) 0'-6' (double)                                                        | EA   | \$ 1,250.00                        | \$ 13,750.00               | \$ 15,000.00                              |
|          | (c) 6'-Over (single)                                                      | EA   | \$ 1,300.00                        | \$ 11,200.00               | \$ 12,500.00                              |
|          | (d) 6'-Over (double)                                                      | EA   | \$ 1,700.00                        | \$ 11,800.00               | \$ 13,500.00                              |
| A27      | <b>Sanitary Sewer Cleanouts (to existing sanitary sewer laterals)</b>     |      |                                    |                            |                                           |
|          | (a) 0'-6' (4")                                                            | EA   | \$ 600.00                          | \$ 2,600.00                | \$ 3,200.00                               |
|          | (b) 6'-Over (4")                                                          | EA   | \$ 610.00                          | \$ 3,190.00                | \$ 3,800.00                               |
|          | (c) 0'-6' (6")                                                            | EA   | \$ 690.00                          | \$ 3,110.00                | \$ 3,800.00                               |
|          | (d) 6'-Over (6")                                                          | EA   | \$ 710.00                          | \$ 3,390.00                | \$ 4,100.00                               |
| A28      | <b>Cleanout Ring and Cover (constructed on new or existing cleanouts)</b> | EA   | \$ 250.00                          | \$ 450.00                  | \$ 700.00                                 |
| A29      | <b>Water Services</b>                                                     |      |                                    |                            |                                           |
|          | (a) 1-inch (single short)                                                 | EA   | \$ 1,250.00                        | \$ 3,000.00                | \$ 4,250.00                               |
|          | (b) 1-inch (single long)                                                  | EA   | \$ 1,250.00                        | \$ 3,000.00                | \$ 4,250.00                               |
|          | (c) 1-inch (double short)                                                 | EA   | \$ 2,975.00                        | \$ 3,000.00                | \$ 5,975.00                               |
|          | (d) 1-inch (double long)                                                  | EA   | \$ 2,975.00                        | \$ 3,000.00                | \$ 5,975.00                               |
|          | (e) 2-inch (single short)                                                 | EA   | \$ 3,500.00                        | \$ 3,000.00                | \$ 6,500.00                               |
|          | (f) 2-inch (single long)                                                  | EA   | \$ 3,570.00                        | \$ 3,000.00                | \$ 6,570.00                               |
|          | (g) 2-inch (double short)                                                 | EA   | \$ 3,800.00                        | \$ 3,000.00                | \$ 6,800.00                               |
|          | (h) 2-inch (double long)                                                  | EA   | \$ 3,900.00                        | \$ 3,000.00                | \$ 6,900.00                               |
| A30      | <b>Water Services - Horizontally Drilled</b>                              |      |                                    |                            |                                           |
|          | (a) 1-inch (single short)                                                 | EA   |                                    |                            |                                           |
|          | (b) 1-inch (single long)                                                  | EA   |                                    |                            |                                           |
|          | (c) 1-inch (double short)                                                 | EA   |                                    |                            |                                           |
|          | (d) 1-inch (double long)                                                  | EA   |                                    |                            |                                           |
|          | (e) 2-inch (single short)                                                 | EA   |                                    |                            |                                           |
|          | (f) 2-inch (single long)                                                  | EA   |                                    |                            |                                           |
|          | (g) 2-inch (double short)                                                 | EA   |                                    |                            |                                           |
|          | (h) 2-inch (double long)                                                  | EA   |                                    |                            |                                           |
| A31      | <b>Water Services Additional Footage</b>                                  |      |                                    |                            |                                           |
|          | (a) 1-inch HDPE Water Service                                             | LF   | \$ 2.10                            | \$ 200.00                  | \$ 202.10                                 |
|          | (b) 2-inch HDPE Water Service                                             | LF   | \$ 12.50                           | \$ 200.00                  | \$ 212.50                                 |
| A32      | <b>Blow-off Assembly</b>                                                  | EA   | \$ 2,600.00                        | \$ 2,000.00                | \$ 4,600.00                               |



| Item No. |                                                                   | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|-------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
| A33      | <b>Fire Hydrant Assembly (constructed on existing water main)</b> | EA   | \$ 7,380.00                        | \$ 4,500.00                | \$ 11,880.00                              |
| A34      | <b>Bacteriological Sample Point</b>                               | EA   | \$ 500.00                          | \$ 280.00                  | \$ 780.00                                 |
| A35      | <b>2" Manual Air Release Valve</b>                                | EA   | \$ 2,500.00                        | \$ 6,000.00                | \$ 8,500.00                               |
| A36      | <b>2" Automatic Air Release Valve</b>                             | EA   | \$ 3,000.00                        | \$ 5,500.00                | \$ 8,500.00                               |
| A37      | <b>Dewatering</b>                                                 |      |                                    |                            |                                           |
|          | (a) 0'-6'                                                         | LF   |                                    | \$ 199.00                  | \$ 199.00                                 |
|          | (b) 6'-12'                                                        | LF   |                                    | \$ 299.00                  | \$ 299.00                                 |
|          | (c) 12'-18'                                                       | LF   |                                    | \$ 850.00                  | \$ 850.00                                 |
| A38      | <b>Remove Pressure Pipe</b>                                       |      |                                    |                            |                                           |
|          | (a) 3-inch                                                        | LF   |                                    | \$ 50.00                   | \$ 50.00                                  |
|          | (b) 4-inch                                                        | LF   |                                    | \$ 60.00                   | \$ 60.00                                  |
|          | (c) 6-inch                                                        | LF   |                                    | \$ 60.00                   | \$ 60.00                                  |
|          | (d) 8-inch                                                        | LF   |                                    | \$ 65.00                   | \$ 65.00                                  |
|          | (e) 10-inch                                                       | LF   |                                    | \$ 70.00                   | \$ 70.00                                  |
|          | (f) 12-inch                                                       | LF   |                                    | \$ 80.00                   | \$ 80.00                                  |
|          | (g) 16-inch                                                       | LF   |                                    |                            |                                           |
| A39      | <b>Grout and Abandon Pressure Pipe</b>                            |      |                                    |                            |                                           |
|          | (a) 3-inch                                                        | LF   |                                    | \$ 18.00                   | \$ 18.00                                  |
|          | (b) 4-inch                                                        | LF   |                                    | \$ 20.00                   | \$ 20.00                                  |
|          | (c) 6-inch                                                        | LF   |                                    | \$ 22.00                   | \$ 22.00                                  |
|          | (d) 8-inch                                                        | LF   |                                    | \$ 24.00                   | \$ 24.00                                  |
|          | (e) 10-inch                                                       | LF   |                                    | \$ 26.00                   | \$ 26.00                                  |
|          | (f) 12-inch                                                       | LF   |                                    | \$ 28.00                   | \$ 28.00                                  |
|          | (g) 14-inch                                                       | LF   |                                    | \$ 29.00                   | \$ 29.00                                  |
|          | (h) 16-inch                                                       | LF   |                                    | \$ 32.00                   | \$ 32.00                                  |
|          | (i) 18-inch                                                       | LF   |                                    | \$ 35.00                   | \$ 35.00                                  |
|          | (j) 20-inch                                                       | LF   |                                    | \$ 38.00                   | \$ 38.00                                  |
|          | (k) 22-inch                                                       | LF   |                                    | \$ 45.00                   | \$ 45.00                                  |
|          | (l) 24-inch                                                       | LF   |                                    | \$ 55.00                   | \$ 55.00                                  |
| A40      | <b>Remove Sanitary Sewer Main</b>                                 |      |                                    |                            |                                           |
|          | (a) 8-inch                                                        | LF   |                                    | \$ 89.00                   | \$ 89.00                                  |
|          | (b) 10-inch                                                       | LF   |                                    | \$ 120.00                  | \$ 120.00                                 |
|          | (c) 12-inch                                                       | LF   |                                    | \$ 130.00                  | \$ 130.00                                 |
|          | (d) 18-inch                                                       | LF   |                                    |                            |                                           |
|          | (e) 24-inch                                                       | LF   |                                    |                            |                                           |
| A41      | <b>Grout and Abandon Sanitary Sewer Main</b>                      |      |                                    |                            |                                           |
|          | (a) 8-inch                                                        | LF   |                                    | \$ 25.00                   | \$ 25.00                                  |



| Item No. |                                      | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|--------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (b) 10-inch                          | LF   |                                    | \$ 28.00                   | \$ 28.00                                  |
|          | (c) 12-inch                          | LF   |                                    | \$ 30.00                   | \$ 30.00                                  |
|          | (d) 18-inch                          | LF   |                                    | \$ 42.00                   | \$ 42.00                                  |
|          | (e) 24-inch                          | LF   |                                    | \$ 50.00                   | \$ 50.00                                  |
| A42      | <b>Remove Sanitary Sewer Manhole</b> |      |                                    |                            |                                           |
|          | (a) 0'-6'                            | EA   |                                    |                            |                                           |
|          | (b) 6'-8'                            | EA   |                                    |                            |                                           |
|          | (c) 8'-10'                           | EA   |                                    |                            |                                           |
|          | (d) 10'-12'                          | EA   |                                    |                            |                                           |
|          | (e) 12'-14'                          | EA   |                                    |                            |                                           |
| A43      | <b>Outside drop on Manhole</b>       |      |                                    |                            |                                           |
|          | (a) 6'-8'                            | EA   |                                    |                            |                                           |
|          | (b) 8'-10'                           | EA   |                                    |                            |                                           |
|          | (c) 10'-12'                          | EA   |                                    |                            |                                           |
| A44      | <b>2" Jumper Connection</b>          | EA   | \$ 3,000.00                        | \$ 4,500.00                | \$ 7,500.00                               |
| A45      | <b>Asbestos Pipe Abatment</b>        |      |                                    |                            |                                           |
|          | (a) 6-inch                           | LF   |                                    |                            |                                           |
|          | (b) 8-inch                           | LF   |                                    |                            |                                           |
|          | (c) 10-inch                          | LF   |                                    |                            |                                           |
|          | (d) 12-inch                          | LF   |                                    |                            |                                           |
|          | (e) 16-inch                          | LF   |                                    |                            |                                           |
| A46      | <b>Root Barrier</b>                  | LF   | \$ 32.00                           | \$ 13.00                   | \$ 45.00                                  |
| A47      | <b>Schedule 40 PVC Casing Pipe</b>   |      |                                    |                            |                                           |
|          | (a) 4-inch                           | LF   | \$ 4.20                            | \$ 45.00                   | \$ 49.20                                  |
|          | (b) 6-inch                           | LF   | \$ 7.90                            | \$ 45.00                   | \$ 52.90                                  |
|          | (c) 8-inch                           | LF   | \$ 12.40                           | \$ 60.00                   | \$ 72.40                                  |
|          | (d) 10-inch                          | LF   |                                    |                            |                                           |
|          | (e) 12-inch                          | LF   |                                    |                            |                                           |
|          | (f) 14-inch                          | LF   |                                    |                            |                                           |
|          | (g) 16-inch                          | LF   |                                    |                            |                                           |
|          | (h) 18-inch                          | LF   |                                    |                            |                                           |
|          | (i) 20-inch                          | LF   |                                    |                            |                                           |
|          | (j) 22-inch                          | LF   |                                    |                            |                                           |

| Item No. |                     | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|---------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (k) 24-inch         | LF   |                                    |                            |                                           |
| A48      | <b>Steel casing</b> |      |                                    |                            |                                           |
|          | (a) 4-inch          | LF   |                                    |                            |                                           |
|          | (b) 6-inch          | LF   |                                    |                            |                                           |
|          | (c) 8-inch          | LF   |                                    |                            |                                           |
|          | (d) 10-inch         | LF   |                                    |                            |                                           |
|          | (e) 12-inch         | LF   |                                    |                            |                                           |
|          | (f) 14-inch         | LF   |                                    |                            |                                           |
|          | (g) 16-inch         | LF   |                                    |                            |                                           |
|          | (h) 18-inch         | LF   |                                    |                            |                                           |
|          | (i) 20-inch         | LF   |                                    |                            |                                           |
|          | (j) 22-inch         | LF   |                                    |                            |                                           |
|          | (k) 24-inch         | LF   |                                    |                            |                                           |

**SECTION B - Restoration**

|    |                                               |     |          |           |           |
|----|-----------------------------------------------|-----|----------|-----------|-----------|
| B1 | <b>Pavement Repair and Replacement</b>        |     |          |           |           |
|    | (a) Asphalt Road                              | SY  |          | \$ 310.00 | \$ 310.00 |
|    | (b) Asphalt Driveway                          | SY  |          | \$ 330.00 | \$ 330.00 |
|    | (c) Asphalt Millings                          | SY  |          | \$ 295.00 | \$ 295.00 |
|    | (d) Asphalt overlay                           | SY  |          | \$ 282.00 | \$ 282.00 |
|    | (e) Add. S-3 Asphalt                          | Ton |          | \$ 390.00 | \$ 390.00 |
|    | (f) Cold Mix Asphalt                          | Ton |          | \$ 295.00 | \$ 295.00 |
|    | (g) Concrete Driveway (6")                    | SY  |          | \$ 250.00 | \$ 250.00 |
|    | (h) Concrete Sidewalk (4")                    | SY  |          | \$ 215.00 | \$ 215.00 |
|    | (i) Concrete Curb                             |     |          |           |           |
|    | 1. Curb and Gutter                            | LF  |          | \$ 85.00  | \$ 85.00  |
|    | 2. 'D' Curb                                   | LF  |          | \$ 75.00  | \$ 75.00  |
|    | (j)Thermoplastic Striping (Yellow) FDOT Spec. | LF  |          | \$ 60.00  | \$ 60.00  |
|    | (k)Thermoplastic Striping (White) FDOT Spec.  | LF  |          | \$ 60.00  | \$ 60.00  |
|    | (l)Concrete Driveway Paver Block              | SY  |          | \$ 210.00 | \$ 210.00 |
|    | (m) Lime rock Driveway                        | SY  | \$ 40.00 | \$ 80.00  | \$ 120.00 |
|    | (n) Asphalt sidewalk                          | SY  |          | \$ 310.00 | \$ 310.00 |
| B2 | <b>Milling Asphalt</b>                        | SY  |          | \$ 189.00 | \$ 189.00 |
| B3 | <b>Coquina Rock Base</b>                      | CY  | \$ 75.00 | \$ 80.00  | \$ 155.00 |
| B4 | <b>Flowable Fill</b>                          |     |          |           |           |
|    | (a) 0 - 4 cy (include short load fees)        | CY  |          | \$ 675.00 | \$ 675.00 |
|    | (b) 4 - 8 cy (include short load fees)        | CY  |          | \$ 675.00 | \$ 675.00 |

| Item No. |                                | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|--------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (c) > 8cy                      | CY   |                                    | \$ 650.00                  | \$ 650.00                                 |
| B5       | <b>Miscellaneous Materials</b> |      |                                    |                            |                                           |
|          | (a) Sand                       | CY   | \$ 30.00                           | \$ 80.00                   | \$ 110.00                                 |
|          | (b) Fill                       | CY   | \$ 45.00                           | \$ 80.00                   | \$ 125.00                                 |
|          | (c) #57 Rock                   | CY   | \$ 40.00                           | \$ 80.00                   | \$ 120.00                                 |
|          | (d) Shell Rock                 | CY   | \$ 40.00                           | \$ 80.00                   | \$ 120.00                                 |
|          | (e) Suremix Concrete 80#       | Bag  | \$ 9.50                            | \$ 80.00                   | \$ 89.50                                  |
| B6       | <b>Sod Replacement</b>         |      |                                    |                            |                                           |
|          | (a) Bahia                      | SY   | \$ 4.30                            | \$ 1.50                    | \$ 5.80                                   |
|          | (b) Floratam                   | SY   | \$ 5.90                            | \$ 1.60                    | \$ 7.50                                   |
| B7       | <b>Seed and Mulch</b>          | SY   | \$ 2.50                            | \$ 2.00                    | \$ 4.50                                   |

**SECTION C - High Density Polyethylene Piping & Horizontal Directional Boring**

|    |                                                            |    |             |              |              |
|----|------------------------------------------------------------|----|-------------|--------------|--------------|
| C1 | <b>High Density Polyethylene Pipe (HDPE)-Trench</b>        |    |             |              |              |
|    | (a) 2-inch                                                 | LF | \$ 3.00     | \$ 48.00     | \$ 51.00     |
|    | (b) 4-inch                                                 | LF | \$ 7.20     | \$ 55.00     | \$ 62.20     |
|    | (c) 6-inch                                                 | LF | \$ 12.00    | \$ 70.00     | \$ 82.00     |
|    | (d) 8-inch                                                 | LF | \$ 19.00    | \$ 75.00     | \$ 94.00     |
|    | (e) 12-inch                                                | LF | \$ 25.00    | \$ 95.00     | \$ 120.00    |
|    | (f) 16-inch                                                | LF |             |              |              |
|    | (g) 18-inch                                                | LF |             |              |              |
|    | (h) 20-inch                                                | LF |             |              |              |
|    | (i) 24-inch                                                | LF |             |              |              |
| C2 | <b>Horizontal Directional Boring (HDPE)-HDD</b>            |    |             |              |              |
|    | (a) 6-inch                                                 | LF | \$ 12.00    | \$ 50.00     | \$ 62.00     |
|    | (b) 8-inch                                                 | LF | \$ 19.00    | \$ 68.00     | \$ 87.00     |
|    | (c) 12-inch                                                | LF | \$ 25.00    | \$ 130.00    | \$ 155.00    |
|    | (d) 16-inch                                                | LF | \$ 68.00    | \$ 195.00    | \$ 263.00    |
|    | (e) 18-inch                                                | LF | \$ 88.00    | \$ 230.00    | \$ 318.00    |
|    | (f) 20-inch                                                | LF | \$ 110.00   | \$ 390.00    | \$ 500.00    |
|    | (g) 24-inch                                                | LF | \$ 155.00   | \$ 585.00    | \$ 740.00    |
| C3 | <b>Horizontally Directional Drilled-PVC Driveway Bores</b> |    |             |              |              |
|    | (a) 20-foot length                                         |    |             |              |              |
|    | 1. 4-inch                                                  | EA | \$ 210.00   | \$ 7,000.00  | \$ 7,210.00  |
|    | 2. 6-inch                                                  | EA | \$ 380.00   | \$ 7,300.00  | \$ 7,680.00  |
|    | 3. 8-inch                                                  | EA | \$ 650.00   | \$ 8,100.00  | \$ 8,750.00  |
|    | 4. 12-inch                                                 | EA | \$ 1,370.00 | \$ 10,500.00 | \$ 11,870.00 |



| Item No. |                    | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|--------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (b) 40-foot length |      |                                    |                            |                                           |
|          | 1. 4-inch          | EA   | \$ 420.00                          | \$ 8,800.00                | \$ 9,220.00                               |
|          | 2. 6-inch          | EA   | \$ 760.00                          | \$ 9,000.00                | \$ 9,760.00                               |
|          | 3. 8-inch          | EA   | \$ 1,300.00                        | \$ 10,500.00               | \$ 11,800.00                              |
|          | 4. 12-inch         | EA   | \$ 2,740.00                        | \$ 12,500.00               | \$ 15,240.00                              |
|          | (c) 60-foot length |      |                                    |                            |                                           |
|          | 1. 4-inch          | EA   | \$ 630.00                          | \$ 10,500.00               | \$ 11,130.00                              |
|          | 2. 6-inch          | EA   | \$ 1,140.00                        | \$ 11,000.00               | \$ 12,140.00                              |
|          | 3. 8-inch          | EA   | \$ 1,950.00                        | \$ 12,500.00               | \$ 14,450.00                              |
|          | 4. 12-inch         | EA   | \$ 4,110.00                        | \$ 15,000.00               | \$ 19,110.00                              |

**SECTION D - Time and Materials Rates (TO BE USED ON T&M ORDERS ONLY)**

|    |                                      |    |  |           |           |
|----|--------------------------------------|----|--|-----------|-----------|
| D1 | <b>Equipment Hourly Rates</b>        |    |  |           |           |
|    | (a) Trackhoe (specify model)         |    |  |           |           |
|    | 1. (medium)                          | HR |  | \$ 200.00 | \$ 200.00 |
|    | 2. (large)                           | HR |  | \$ 210.00 | \$ 210.00 |
|    | (b) Combination Backhoe              | HR |  | \$ 180.00 | \$ 180.00 |
|    | (c) Front end Loader                 | HR |  | \$ 105.00 | \$ 105.00 |
|    | (d) Grader                           | HR |  |           |           |
|    | (e) Dump Truck (9 CY)                | HR |  | \$ 75.00  | \$ 75.00  |
|    | (f) Tandem Dump Truck (18 CY)        | HR |  | \$ 195.00 | \$ 195.00 |
|    | (g) Forklift                         | HR |  | \$ 60.00  | \$ 60.00  |
|    | (h) Crew Truck with hand tools       | HR |  | \$ 130.00 | \$ 130.00 |
|    | (i) Trash Pump 3"                    | HR |  | \$ 30.00  | \$ 30.00  |
|    | (j) Trash Pump 2"                    | HR |  | \$ 30.00  | \$ 30.00  |
|    | (k) Walk behind Vibrating Roller     | HR |  | \$ 35.00  | \$ 35.00  |
|    | (l) Gradall                          | HR |  |           |           |
|    | (m) Roller                           | HR |  | \$ 60.00  | \$ 60.00  |
|    | (n) Cement Mixer                     | HR |  | \$ 15.00  | \$ 15.00  |
|    | (o) Box Blade                        | HR |  | \$ 60.00  | \$ 60.00  |
|    | (p) Water Truck                      | HR |  | \$ 150.00 | \$ 150.00 |
|    | (q) 1000 gpm sump pump               | HR |  | \$ 220.00 | \$ 220.00 |
| D2 | <b>Crew Hourly Rates</b>             |    |  |           |           |
|    | (a) Crew Man                         | HR |  | \$ 65.00  | \$ 65.00  |
|    | (b) Foreman                          | HR |  | \$ 100.00 | \$ 100.00 |
|    | (c) Supervisor                       | HR |  | \$ 120.00 | \$ 120.00 |
|    | (d) 3 man crew includes 1 supervisor | HR |  | \$ 315.00 | \$ 315.00 |

| Item No. |                                      | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|--------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (e) 4 man crew includes 1 supervisor | HR   |                                    | \$ 380.00                  | \$ 380.00                                 |
|          | (f) 5 man crew includes 1 supervisor | HR   |                                    | \$ 445.00                  | \$ 445.00                                 |
| D3       | <b>Overtime Crew Hourly Rates</b>    |      |                                    |                            |                                           |
|          | (a) Crew Man                         | HR   |                                    | \$ 97.00                   | \$ 97.00                                  |
|          | (b) Foreman                          | HR   |                                    | \$ 150.00                  | \$ 150.00                                 |
|          | (c) Supervisor                       | HR   |                                    | \$ 180.00                  | \$ 180.00                                 |
|          | (d) 3 man crew includes 1 supervisor | HR   |                                    | \$ 472.00                  | \$ 472.00                                 |
|          | (e) 4 man crew includes 1 supervisor | HR   |                                    | \$ 570.00                  | \$ 570.00                                 |
|          | (f) 5 man crew includes 1 supervisor | HR   |                                    | \$ 668.00                  | \$ 668.00                                 |
| D4       | <b>Nighttime Crew Hourly Rates</b>   |      |                                    |                            |                                           |
|          | (a) Crew Man                         | HR   |                                    | \$ 97.00                   | \$ 97.00                                  |
|          | (b) Foreman                          | HR   |                                    | \$ 150.00                  | \$ 150.00                                 |
|          | (c) Supervisor                       | HR   |                                    | \$ 180.00                  | \$ 180.00                                 |
|          | (d) 3 man crew includes 1 supervisor | HR   |                                    | \$ 472.00                  | \$ 472.00                                 |
|          | (e) 4 man crew includes 1 supervisor | HR   |                                    | \$ 570.00                  | \$ 570.00                                 |
|          | (f) 5 man crew includes 1 supervisor | HR   |                                    | \$ 668.00                  | \$ 668.00                                 |

|                                |                                                                                   |     |              |              |               |
|--------------------------------|-----------------------------------------------------------------------------------|-----|--------------|--------------|---------------|
| <b>Section E: Lift Station</b> |                                                                                   |     |              |              |               |
| E1                             | <b>Operational</b>                                                                |     |              |              |               |
|                                | (b) 4-inch Bypass Pumping Setup and Operation                                     | DAY |              | \$ 550.00    | \$ 550.00     |
|                                | (c) 6-inch Bypass Pumping Setup and Operation                                     | DAY |              | \$ 720.00    | \$ 720.00     |
|                                | (c) 12-inch Bypass Pumping Setup and Operation                                    | DAY |              | \$ 1,150.00  | \$ 1,150.00   |
| E2                             | <b>Electrical</b>                                                                 |     |              |              |               |
|                                | (a) Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts                 | EA  | \$ 38,400.00 | \$ 17,000.00 | \$ 55,400.00  |
|                                | (b) Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts                 | EA  | \$ 38,700.00 | \$ 18,000.00 | \$ 56,700.00  |
|                                | (c) Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts                 | EA  | \$ 48,300.00 | \$ 20,000.00 | \$ 68,300.00  |
|                                | (d) Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts | EA  | \$ 54,000.00 | \$ 24,500.00 | \$ 78,500.00  |
|                                | (e) Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts | EA  | \$ 89,900.00 | \$ 29,000.00 | \$ 118,900.00 |
|                                | (f) Install Meter Can & Disconnect                                                | EA  | \$ 7,000.00  | \$ 3,800.00  | \$ 10,800.00  |
| E3                             | <b>Plug Valve</b>                                                                 |     |              |              |               |
|                                | (a) Lever Operated, Flanged Joint (4-inch)                                        | EA  | \$ 1,200.00  | \$ 1,100.00  | \$ 2,300.00   |
|                                | (b) Hand Wheel, Flanged Joint                                                     |     |              |              |               |
|                                | 1. 4-inch                                                                         | EA  | \$ 1,200.00  | \$ 1,100.00  | \$ 2,300.00   |
|                                | 2. 6-inch                                                                         | EA  | \$ 1,550.00  | \$ 1,200.00  | \$ 2,750.00   |
|                                | 3. 8-inch                                                                         | EA  | \$ 1,850.00  | \$ 1,500.00  | \$ 3,350.00   |
|                                | 4. 10-inch                                                                        | EA  | \$ 5,400.00  | \$ 3,000.00  | \$ 8,400.00   |
|                                | 5. 12-inch                                                                        | EA  | \$ 5,800.00  | \$ 4,000.00  | \$ 9,800.00   |



| Item No. |                                                                            | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|----------------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
| E4       | <b>Stainless Steel Pipe Support Stands w/STL Anchors (max 36" height)</b>  |      |                                    |                            |                                           |
|          | (a) 2-inch Diameter                                                        | EA   | \$ 1,400.00                        | \$ 350.00                  | \$ 1,750.00                               |
|          | (b) 3-inch Diameter                                                        | EA   | \$ 1,400.00                        | \$ 350.00                  | \$ 1,750.00                               |
|          | (c) 4-inch Diameter                                                        | EA   | \$ 1,400.00                        | \$ 350.00                  | \$ 1,750.00                               |
| E5       | <b>Check Valve, Outside Weight, Flanged Joint</b>                          |      |                                    |                            |                                           |
|          | (a) 4-inch                                                                 | EA   | \$ 1,620.00                        | \$ 1,200.00                | \$ 2,820.00                               |
|          | (b) 6-inch                                                                 | EA   | \$ 2,300.00                        | \$ 1,300.00                | \$ 3,600.00                               |
|          | (c) 8-inch                                                                 | EA   | \$ 3,350.00                        | \$ 1,600.00                | \$ 4,950.00                               |
|          | (d) 10-inch                                                                | EA   | \$ 5,200.00                        | \$ 3,000.00                | \$ 8,200.00                               |
|          | (e) 12-inch                                                                | EA   | \$ 7,700.00                        | \$ 4,100.00                | \$ 11,800.00                              |
| E6       | <b>Camlock Emergency Pump Connection &amp; Cap</b>                         |      |                                    |                            |                                           |
|          | (a) 4-inch                                                                 | EA   | \$ 380.00                          | \$ 1,200.00                | \$ 1,580.00                               |
|          | (b) 6-inch                                                                 | EA   | \$ 490.00                          | \$ 1,400.00                | \$ 1,890.00                               |
| E7       | <b>HDPE Vertical Discharge Piping, Fittings &amp; Flange Adapters</b>      |      |                                    |                            |                                           |
|          | (a) 4-inch                                                                 | EA   | \$ 1,300.00                        | \$ 6,900.00                | \$ 8,200.00                               |
|          | (b) 6-inch                                                                 | EA   | \$ 1,600.00                        | \$ 8,200.00                | \$ 9,800.00                               |
|          | (c) 8-inch                                                                 | EA   | \$ 2,900.00                        | \$ 8,000.00                | \$ 10,900.00                              |
|          | (d) 10-inch                                                                | EA   | \$ 3,500.00                        | \$ 8,000.00                | \$ 11,500.00                              |
|          | (e) 12-inch                                                                | EA   | \$ 5,900.00                        | \$ 8,600.00                | \$ 14,500.00                              |
| E8       | <b>316 Stainless-Steel Horizontal Support Bracket for Discharge Piping</b> |      |                                    |                            |                                           |
|          | (a) 4-inch                                                                 | EA   | \$ 1,600.00                        | \$ 400.00                  | \$ 2,000.00                               |
|          | (b) 6-inch                                                                 | EA   | \$ 1,600.00                        | \$ 400.00                  | \$ 2,000.00                               |
|          | (c) 8-inch                                                                 | EA   | \$ 1,650.00                        | \$ 430.00                  | \$ 2,080.00                               |
|          | (d) 10-inch                                                                | EA   | \$ 1,700.00                        | \$ 490.00                  | \$ 2,190.00                               |
|          | (e) 12-inch                                                                | EA   | \$ 1,800.00                        | \$ 550.00                  | \$ 2,350.00                               |
|          | <b>Support</b>                                                             |      |                                    |                            |                                           |
| E9       | <b>Pump Discharge Base, Including Anchors</b>                              |      |                                    |                            |                                           |
|          | (a) 4-inch                                                                 | EA   | \$ 1,700.00                        | \$ 1,800.00                | \$ 3,500.00                               |
|          | (b) 6-inch                                                                 | EA   | \$ 1,950.00                        | \$ 2,000.00                | \$ 3,950.00                               |
|          | (c) 8-inch                                                                 | EA   | \$ 2,700.00                        | \$ 2,500.00                | \$ 5,200.00                               |
|          | (d) 10-inch                                                                | EA   | \$ 5,800.00                        | \$ 2,900.00                | \$ 8,700.00                               |
| E10      | <b>Epoxy Coated &amp; Lined Reducer</b>                                    |      |                                    |                            |                                           |
|          | (a) 4"x6"                                                                  | EA   | \$ 800.00                          | \$ 450.00                  | \$ 1,250.00                               |
|          | (b) 6"x8"                                                                  | EA   | \$ 1,200.00                        | \$ 450.00                  | \$ 1,650.00                               |
| E11      | <b>316 Stainless Steel SCH 40 Pump Guide Rails</b>                         |      |                                    |                            |                                           |
|          | (a) 2-inch                                                                 | VF   | \$ 32.50                           | \$ 20.00                   | \$ 52.50                                  |
|          | (b) 3-inch                                                                 | VF   | \$ 68.00                           | \$ 22.00                   | \$ 90.00                                  |

| Item No.           |                                                                           | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|--------------------|---------------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
| E12                | <b>316 Stainless Steel Guide Rail Upper Support Brackets w/ Hook</b>      |      |                                    |                            |                                           |
|                    | (a) 2-inch                                                                | EA   | \$ 210.00                          | \$ 250.00                  | \$ 460.00                                 |
|                    | (b) 3-inch                                                                | EA   | \$ 295.00                          | \$ 250.00                  | \$ 545.00                                 |
| E13                | <b>316 Stainless Steel Guide Rail Intermediate Support Brackets</b>       |      |                                    |                            |                                           |
|                    | (a) 2-inch                                                                | EA   | \$ 275.00                          | \$ 400.00                  | \$ 675.00                                 |
|                    | (b) 3-inch                                                                | EA   | \$ 535.00                          | \$ 400.00                  | \$ 935.00                                 |
| E14                | <b>316 Stainless Steel Cable Hanger Brackets</b>                          |      |                                    |                            |                                           |
|                    | (a) 4 hook                                                                | EA   | \$ 140.00                          | \$ 350.00                  | \$ 490.00                                 |
|                    | (b) 6 hook                                                                | EA   | \$ 240.00                          | \$ 400.00                  | \$ 640.00                                 |
| <b>Maintenance</b> |                                                                           |      |                                    |                            |                                           |
| E15                | <b>Hydroblast Interior Surfaces (per square foot)</b>                     |      |                                    |                            |                                           |
|                    | (a) Manhole                                                               | SF   |                                    | \$ 5.50                    | \$ 5.50                                   |
|                    | (b) Wet Well                                                              | SF   |                                    | \$ 5.50                    | \$ 5.50                                   |
|                    | (c) Valve Vault                                                           | SF   |                                    | \$ 5.50                    | \$ 5.50                                   |
| E16                | <b>Sand Blast Interior Surfaces</b>                                       |      |                                    |                            |                                           |
|                    | (a) Manhole                                                               | SF   |                                    | \$ 12.00                   | \$ 12.00                                  |
|                    | (b) Wet Well                                                              | SF   |                                    | \$ 12.00                   | \$ 12.00                                  |
|                    | (c) Valve Vault                                                           | SF   |                                    | \$ 12.00                   | \$ 12.00                                  |
| E17                | <b>Valve Vault Coating (per IRCDUS Utility Spec)</b>                      | SF   |                                    | \$ 12.00                   | \$ 12.00                                  |
| E18                | <b>Lining/Coating</b>                                                     |      |                                    |                            |                                           |
|                    | (a) Manhole                                                               | SF   |                                    | \$ 28.00                   | \$ 28.00                                  |
|                    | (b) Wet Well                                                              | SF   |                                    | \$ 28.00                   | \$ 28.00                                  |
|                    | (c) Valve Vault                                                           | SF   |                                    | \$ 27.00                   | \$ 27.00                                  |
| E19                | <b>Cast in Place Concrete - Repair Existing Structure (max 6' depth)</b>  | CF   |                                    | \$ 33.00                   | \$ 33.00                                  |
| E20                | <b>Hydraulic Cement Grouting &amp; Repair - Existing Structure</b>        | SF   |                                    | \$ 15.00                   | \$ 15.00                                  |
| E21                | <b>Pressure Washing</b>                                                   | SF   |                                    | \$ 5.50                    | \$ 5.50                                   |
| <b>Coverings</b>   |                                                                           |      |                                    |                            |                                           |
| E22                | <b>Aluminium Hatch Cover &amp; Frame, H20 Load w/ 316 ST STL Hardware</b> |      |                                    |                            |                                           |
|                    | (a) 36" x 46"                                                             | EA   | \$ 3,900.00                        |                            | \$ 3,900.00                               |
|                    | (b) 48" x 60"                                                             | EA   | \$ 6,200.00                        |                            | \$ 6,200.00                               |
|                    | (c) 48" x 72"                                                             | EA   | \$ 9,000.00                        |                            | \$ 9,000.00                               |
|                    | (d) 54" x 60"                                                             | EA   | \$ 8,500.00                        |                            | \$ 8,500.00                               |
|                    | (e) 64" x 72"                                                             | EA   | \$ 13,000.00                       |                            | \$ 13,000.00                              |
|                    | (f) 60" x 72"                                                             | EA   | \$ 12,000.00                       |                            | \$ 12,000.00                              |
|                    | (g) 72" x 84"                                                             | EA   | \$ 15,000.00                       |                            | \$ 15,000.00                              |
| E23                | <b>Dip J- Vent w/ Riser &amp; ST STL Bug Screen</b>                       |      |                                    |                            |                                           |
|                    | (a) 4-inch                                                                | EA   | \$ 2,750.00                        | \$ 2,250.00                | \$ 5,000.00                               |



| Item No. |                                                                           | Unit | Material Unit Price (Furnish only) | Unit Price to Install only | Total Unit Price (Furnish + Installation) |
|----------|---------------------------------------------------------------------------|------|------------------------------------|----------------------------|-------------------------------------------|
|          | (b) 6-inch                                                                | EA   | \$ 3,725.00                        | \$ 2,250.00                | \$ 6,000.00                               |
| E24      | <b>Dia USF 240 Manhole Ring, Frame &amp; Lid</b>                          |      |                                    |                            |                                           |
|          | (a) 32-inch                                                               | EA   | \$ 750.00                          | \$ 1,800.00                | \$ 2,550.00                               |
|          | (b) 36-inch                                                               | EA   | \$ 1,600.00                        | \$ 2,500.00                | \$ 4,100.00                               |
|          | (c) 50-inch                                                               | EA   | \$ 4,000.00                        | \$ 3,400.00                | \$ 7,400.00                               |
|          | <b>Appurtenances</b>                                                      |      |                                    |                            |                                           |
| E25      | <b>Driven Metal Sheet Piling</b>                                          |      |                                    |                            |                                           |
|          | (a) up to 10-foot depth                                                   | LF   |                                    | \$ 390.00                  | \$ 390.00                                 |
|          | (b) up to 20-foot depth                                                   | LF   |                                    |                            |                                           |
| E26      | <b>Structural</b>                                                         |      |                                    |                            |                                           |
|          | (a) 4" or 6" Diameter Core Bore of Reinf Conc Structure, up to 5' Depth   | EA   |                                    | \$ 420.00                  | \$ 420.00                                 |
|          | (b) 8" or 10" Diameter Core Bore of Reinf Conc Structure, up to 10' Depth | EA   |                                    | \$ 1,250.00                | \$ 1,250.00                               |

**SECTION F : Miscellaneous Materials & Subcontractors**

|    |                                           |   |        |  |  |
|----|-------------------------------------------|---|--------|--|--|
| F1 | Other Materials Markup (actual cost plus) | % | 15.00% |  |  |
| F2 | Subcontractor Markup (actual cost plus)   | % | 15.00% |  |  |

G3 Contracting, Inc. DBA Industry Standard

Name of Firm

431 C.R. 415

Address

New Smyrna Beach, FL 32168

City, State, Zip Code

V.P.

Title

772-298-9263, Jbreig@is-standard.com

Phone and E-mail

Authorized Signature

|                     | CK Contractors<br>and<br>Development | G3 Contracting<br>dba Industry<br>Standard | Hinterland<br>Group | Johnson-Davis | Meeks<br>Plumbing |
|---------------------|--------------------------------------|--------------------------------------------|---------------------|---------------|-------------------|
| H. Youngblood       | 1                                    | 3                                          | 2                   | 5             | 4                 |
| D. Hawkins          | 1                                    | 5                                          | 3                   | 4             | 2                 |
| C. Hanson           | 1                                    | 5                                          | 3                   | 4             | 2                 |
| R. Jones            | 1                                    | 5                                          | 2                   | 5             | 3                 |
| S. Edinger          | 1                                    | 5                                          | 2                   | 4             | 3                 |
| Average Rank        | 1.00                                 | 4.60                                       | 2.40                | 4.40          | 2.80              |
| <b>Overall Rank</b> | <b>1</b>                             | <b>5</b>                                   | <b>2</b>            | <b>4</b>      | <b>3</b>          |



## Indian River County Purchasing Division

1800 27<sup>th</sup> Street, B1-303

Vero Beach, FL 32960

Phone (772) 226-1416

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# Request for Proposals

Project Name: Indian River County Department of Utility  
Services Labor Contract

RFP #: 2025005

RFP Opening Date: **September 10, 2024**

RFP Opening Time: **2:00 P.M.**

**All Proposals must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.**

The following must be received prior to the RFP Opening Date and Time Above:

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Marked Original Copy, with all forms signed                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5 | Printed Copies for Committee                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 1 | Emailed excel file with proposal pricing. Do NOT change the decimal places.                                                                                                                                                                                                                                                                                                                                                                       |
| 1 | Single PDF file of entire submittal (including all forms and price proposal) by email or dropbox/fileshare link emailed to <a href="mailto:purchasing@indianriver.gov">purchasing@indianriver.gov</a> .<br><b>USB/CD copies are <u>not</u> acceptable</b> , due to our IT security procedures.<br><br>Acknowledgement of electronic copies will be sent, as received. It is the proposer's responsibility to confirm receipt of electronic files. |

Initial screening, ranking, final ranking and negotiations will be in accordance with the criteria specified within this solicitation. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

**Refer All Questions to:**

Email: [purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)



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## REQUEST FOR PROPOSALS

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Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting sealed proposals for: **RFP # 2025005 – Utility Services Labor Contract**

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting “Current Solicitations” at [https://indianriver.gov/services/management\\_\\_\\_budget/purchasing/index.php](https://indianriver.gov/services/management___budget/purchasing/index.php).

Deadline for receipt of proposals has been set for **2:00 P.M. on Tuesday, September 10, 2024**. Proposals should be addressed to Purchasing Division, 1800 27<sup>th</sup> Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Proposals submitted or received after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to cancel the request, accept or reject any and all proposals in whole or in part and to waive any technicality or irregularity.

**PURCHASING MANAGER  
INDIAN RIVER COUNTY**

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**Publish: For Publication in the Indian River Press Journal**

**Date: Thursday, August 8, 2024**

**Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:**

Indian River County  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

**Account: 1125968**

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## Scope of Services

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### Introduction

The Indian River County Department of Utility Services (IRCDUS) is accepting sealed proposals from qualified Contractors for its Annual Labor Contract. The proposed work generally consists of furnishing all labor, tools, equipment, and, upon IRCDUS request, material to construct, repair, or replace various plant and infrastructure facilities, including water production, transmission, and distribution; wastewater collection, transmission, and reclamation; and reuse water transmission system, at various locations throughout Indian River County. Work will be assigned by IRCDUS to the Contractor by individual Purchase Orders, issued throughout the life of the Contract.

This is an Annual Labor Contract, with an initial term of two (2) years, and a maximum of two (2) renewal terms of one (1) year each subject to vendor acceptance, satisfactory performance, and staff's determination that a renewal would be in the best interest of Indian River County. It is the intent of IRCDUS to enter into agreements with up to three (3) qualified contractors.

### Contractor Qualifications

Contractors shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of IRCDUS and meet local, state, and federal regulatory requirements. Licenses for this work include a State of Florida General Contractor License and/or a State of Florida Underground Utility and Excavation License. It is the Contractor's responsibility to verify with the County's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a proposal. Awarded contractors will be required to register with the Indian River County Building Division prior to execution of agreements.

NOTE: IRCDUS may reject proposals from firms that have had adversarial relationships with IRCDUS or have represented entities that have had adversarial relationships with IRCDUS. This includes the firm, employees and financial or legal interests.

### Scope of Work

The Contractor shall supply all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for water, wastewater, and reuse water repairs within the urban service area (USA) of the IRCDUS on an as-needed or on-call basis. All work and materials shall be in accordance with the latest edition of Indian River County Department of Utility Services Water & Wastewater Utility Standards (IRCDUS Standards), unless specified otherwise, or changed by the IRCDUS Project Manager. All products used shall be taken from the IRCDUS Approved Products List (APL) where applicable.

All work will include appurtenant and miscellaneous items for a completed project such as maintaining traffic control, asphalt, concrete and sod restoration, well point dewatering, etc. It is the intent of IRCDUS to obtain complete and working installations under this contract and any items of labor, equipment, and materials that may reasonably be assumed as necessary to accomplish this end shall be supplied whether they are specifically stated herein. Each unit item includes both material and labor costs. However, IRCDUS reserves the right to direct-purchase and furnish all materials for each project.

An IRCDUS Work Plan shall consist of written documentation of the work necessary, per plans, specification and/or as directed by IRCDUS staff. Multiple Work Plans are anticipated throughout the life of the Contract and each

Work Plan will have a unique scope. The Contractor shall provide a quote for the work requested based on the unit prices provided by this contract and receive a purchase order prior to commencement of work. If a Public Construction Bond is required, it must be received, approved and recorded by the County prior to commencement of work.

Specific Duties to be Performed - Work shall include all materials and labor required to repair the water, wastewater, and reuse water repairs at the designated areas as required by the Work Plan. All work is to be performed in accordance with Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise stated in these specifications.

Material Requirements - All materials shall conform to FDOT and IRCDUS specifications.

Time of Performance for Emergency Work - The Contractor shall be required to report to the site within two (2) hours for the initial review of the situation. The proposal for the required work will be due by noon the following day. Emergency work shall begin within twenty-four (24) hours of the notification of the Emergency Purchase Order Number.

Time of Performance for Non-Emergency Work - The Contractor shall be required to commence services within three (3) calendar days of the Purchase Order with the completion date to be determined in the Work Plan.

## Other Work Requirements

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all activities necessary to repair, replace or rehabilitate pipes, manholes, inlets, pumps, hatches, rails and other appurtenances at existing wastewater facilities. Typically, work will be performed at pumping stations having a wet well with submersible pumps.
- B. The work also includes the removal and replacement of valves, pumps, pipes, sewer lines, manholes, hatches, vaults, electrical cables, miscellaneous utility line appurtenances, concrete structures and concrete slabs. The prime Contractor or a qualified sub-contractor shall have experience in the repair and installation of wastewater and stormwater utility lines in urban areas and be skilled in confined space entry.
- C. All work shall be in accordance with IRCDUS Standards dated May 2019, or most current version, available at [https://indianriver.gov/Document%20Center/Services/Utilities/Utility%20Standards/Utility\\_Construction\\_Standards.pdf](https://indianriver.gov/Document%20Center/Services/Utilities/Utility%20Standards/Utility_Construction_Standards.pdf).
- D. The Contractor shall provide any and all sheeting, shoring and/or dewatering systems necessary to perform the work and to protect existing homes, driveways, walls, landscaping, roads or utilities from damage. Contractor is responsible for controlled excavation and trenching as well as post-construction repair to restore the roads, sidewalks, yards and driveways to pre-construction conditions.
- E. The Contractor shall be responsible for the costs of all labor (including costs for overtime, night and weekend work), materials, equipment, tools, supplies, transportation, delivery, disposal of waste and surplus material, appliances, fuel, power, light, water, sanitary facilities, temporary facilities and all other appurtenances and incidentals necessary for installation or repair work conducted at existing facilities.

- F. The Contractor is responsible for locating all existing underground utilities including irrigation lines, communication cables, electrical power lines, water lines, gravity mains, force mains, drain pipes and other underground utilities. If applicable, the Contractor is responsible for maintaining and submittal of accurate record drawings depicting the location of all existing and new underground utilities installed or encountered during the performance of their work.
- G. The work shall cause minimal disruption and be performed in an expedited, highly coordinated manner by the Contractor. The Contractor must have adequate staffing at all work locations when activities are occurring so that the work proceeds promptly.
- H. Contractor shall be responsible for all maintenance and protection of vehicular and pedestrian traffic and access to existing properties at all times during construction.
- I. The Contractor shall be responsible for control and bypassing of wastewater and stormwater flow by the use of mechanical pumps, piping, tankers or other temporary means as necessary to keep the existing system upstream of the work zone in service during repair or replacement activities. Backup bypass systems, pumps and tankers shall be readily available in the event of failure of the Contractors primary bypass methods or systems.
- J. The Contractor shall also be responsible for furnishing, providing, implementing and installing and all MOT signage and barricades that conform to all County and FDOT standards. The Contractor shall prepare and submit MOT plans to the County for approval and obtain permits for work in the roadway from the County.
- K. Except as specifically provided for in the Proposal Pricing Form, the Contractor shall provide and pay for:
  - a. Labor, materials, tools, construction equipment, and machinery.
  - b. Water and utilities required for construction.
  - c. All City (if applicable), County and/or State right of way permits. The Indian River County fee for a right-of-way permit is \$800.
  - d. Other facilities and services necessary for proper execution and completion of the work.
- L. When conflict exists between these specifications and the Indian River County Department of Utilities Services Specifications, the current IRCDUS Standards will govern.
- M. Pricing submitted in Sections A, B, C, and E are **inclusive** of all labor, equipment, and materials necessary.

## Specifications

### General

#### Preconstruction Conference/Project Progress Meeting:

Before the Contractor starts the work, a conference will be held to establish procedures for handling shop drawings and other submittals, and to establish procedures for processing Applications for Payment, to establish work schedule and any related facility shut-downs, and to establish a working understanding among the parties as to the scope of work for each party.



At each project progress meeting, the Contractor shall submit a progress schedule and phasing plan including all activities of subcontractors, equipment vendors and suppliers. An updated schedule shall be submitted with each pay request.

#### Work Site and Materials Storage:

- A. The Contractor may use only the roads and/or easements designated by the Owner for access to the work locations. The Contractor shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the Owner.
- B. The Contractor, at his own expense, shall provide space for storage of materials and equipment.
- C. Suitable storage facilities for materials shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be stored properly by the Contractor to prevent damage from exposure to the elements, contamination by foreign substances, vandalism or other causes. The Owner's Representative will refuse to accept, or sample for testing, any materials, supplies or equipment that are damaged or have been improperly stored, as determined by the Owner's Representative.
- D. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Pipe and structures strung out along the line of construction will not be allowed unless the materials will be installed within one day from the time of unloading, or the equipment is set in a manner that protects them from damage and prevents the creation of a public safety hazard. No payment will be made by Owner for unfit materials.

#### Work Area and Protection of Public & Private Property:

- A. The Contractor shall protect from damage all property along the line of the work, and in the vicinity of the work. Wherever such property is damaged due to the activities of the Contractor, it shall be restored to its original condition within a reasonable amount of time by the Contractor, as time is of the essence, and at no cost to the Owner.
- B. Unless indicated otherwise, all shrubbery, paved streets and walks, fences and walls, adjacent structures and equipment will be fully protected against damage during each stage of the project. Any damage by the Contractor will be fully restored to original condition.
- C. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents (as defined in the agreement), state laws, municipal or County ordinances or the specific direction of the Owner's Representative, or through failure to employ usual and reasonable safeguards, such property and surface structures will be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Owner.
- D. In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48-hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.
- E. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for alteration. Clean up and restoration shall

be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to residents in the vicinity of the work.

- F. The Contractor shall maintain the site of the work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials, and all debris resulting from their operations within a time frame approved by the Owner's Representative.

#### Public Safety and Convenience:

The Contractor shall at all times so conduct their work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Owner's Representative. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, bus stops as well as the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

#### Existing Utilities and Structures:

- A. Although information on existing utilities and facilities will be provided to the Contractor by the Owner's Representative and other records, guaranties are not made that all existing facilities are shown or that those shown are entirely accurate. The Contractor will assure himself of any utilities, structures or facilities prior to performing any Work. Prior to the start of Work, the Contractor will request the Owner to advise him of the location of their facilities in the vicinity and will notify the Owner of any deviation. The Contractor will assume liability for damages sustained or costs incurred because of his operations in the vicinity of existing utilities or structures. The Contractor will be solely responsible for the protection and maintenance of existing utilities to provide uninterrupted service to commercial and residential customers.
- B. During excavation at the project site, the possibility exists of the Contractor encountering various utilities (water, chemical, electrical, gas, or other). Existing utilities and facilities shall be located prior to commencement of each task. It shall be the Contractor's responsibility to contact utility companies and call SUNSHINE at (800) 432-4770 or 811 at least 72 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- C. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while the work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

#### Preserving Water Quality:

- A. The Contractor will exercise extreme care to minimize degradation of water quality at the site. All necessary provisions will be taken to ensure compliance with the water quality standards of the State of Florida. Contractor will be responsible for any mitigation necessary to correct the issue.
- B. The Contractor will take steps to collect and dispose of all sewage that leaks and/or spills during the performance of this contract. Any leakage or spillage will be cleaned up to the satisfaction of the local regulatory agencies and the Florida Department of Environmental Protection.

**Construction Water:**

- A. The Contractor will be responsible for making application for hydrant meters with backflow preventers. The Owner will install necessary connections and backflow preventers at locations needed by the Contractor. Maintenance of such is the responsibility of the Contractor. All associated fees will be paid from the appropriate pay item for "Allowance".
- B. Construction water will be paid for by the Contractor. In an event that damage to these facilities occurs, the Contractor will be responsible for all costs associated with their replacement at the County's standard rate.

**Sanitary Facilities:**

If necessary, the Contractor shall provide temporary restroom facilities for field crews. Location of such facilities will be subject to the approval of the Owner. Existing County/Residence facilities are not available for use by the Contractor.

**Substitutions/Approved Equal:**

- A. For substitution of products in place of those specified, Contractor must submit shop drawings and technical data for consideration of "an approved equal" by the Owner, except specified items followed by the words "no substitution". Substitutions will only be considered after award and per Work Plan. Proposers are instructed to submit only on the items as specified.
- B. Submit three copies of the request for substitution. Include in the request:
  - i. Complete Data substantiating compliance of proposed substitution with Contract Documents.
  - ii. For products:
    - Product Identification, including manufacturer's name and address
    - Manufacturer's literature
    - Product description
    - Performance and test data
    - Reference standards
    - Samples
    - Name and address of similar projects on which product was used, and the date of installation.
  - iii. For Construction methods:
    - Detailed description of proposed method
    - Drawings illustrating methods
  - iv. Itemized comparison of proposed substitution with product or method specified

**Assemblies or Units:**

Where the Contractor is required to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required by the manufacturer of the unit.

**Test:**

Tests and analyses (backfill density, concrete, bacteriological, pressure and leakage, etc.) are to be performed in accordance with the current edition of the IRCUS Standards. Owner's Representative shall be present at each test.

**Removal of all Temporary Facilities & Restoration of Site:**

Upon completion of the work, it shall be the responsibility of the Contractor to remove all temporary facilities including, but not limited to, pumps, fences, signs, temporary power, materials or other debris. The site, adjacent properties, and Owner facilities shall be restored to their original condition.

**Salvaged Material:**

The Owner will select the material and items of equipment that shall remain the property of the Owner and which shall be stored where directed.

Any existing equipment or material which is removed or replaced as a result of construction under this project may be designated as salvage by the Owner and, if so, shall be removed, cleaned, and delivered to the site in a protected place specified by the Owner. Any equipment or material not worthy of salvaging, as directed by the Owner, shall be disposed of by the Contractor at a suitable location. Upon request of the Owner's Representative, Contractor shall submit evidence of proper disposal.

**Limitations on Owner's Representative Responsibilities:**

- A. The Owner's Representative will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
- B. The Owner's Representative's efforts will be directed toward providing, for the Owner, a greater degree of confidence that the completed work will conform to current edition of the IRCDUS Standards. On the basis of such visits and on-site observations, the Owner's Representative will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work.
- C. Neither the Owner's Representative's authority to act under these specifications or elsewhere in other documents nor any decision made by the Owner's Representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Owner's Representative to the Contractor, any sub-Contractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.
- D. The Owner's Representative shall not be responsible to the Contractor's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto, and the Owner's Representative shall not be responsible for the Contractor's failure to perform the work in accordance with the IRCDUS Standards.
- E. The Owner's Representative shall not be responsible for the acts or omissions of the Contractor or of any sub-Contractors, or of any other persons at the site or otherwise performing any of the work.

**Warranty:**

- A. The Contractor shall be responsible for defects in materials (including latent defects) or workmanship for a period of one year after the date of final acceptance of the project by the Owner. Such defects include, but are not limited to, any settlement noted in backfill, fill, or in structures built over the backfill or fill during the warranty period of one year after completion of work per lift station and will be considered to be caused by improper compaction methods and shall be corrected by the Contractor at no cost to the Owner. Structures damaged by settlement shall be restored to their original condition by the Contractor

at no cost to the Owner.

- B. The Contractor shall furnish factory warranties on all equipment furnished for the performance and completion of the project against defects in materials and/or workmanship. The factory warranty (if applicable) shall become effective on the date of delivery and acceptance by the Owner. In the event of any defects in materials or workmanship, the Contractor shall replace said equipment at no cost to the Owner.

#### Manufacturer's Installation Instructions:

- A. When current edition of the IRCDUS Standards require that installation of work shall comply with manufacturer's printed instructions, the Contractor shall obtain and distribute copies of such instructions to the Owner.
- B. Maintain one complete set of instructions at the job site during installation and until completion.
- C. Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Owner's Representative for further instructions.
- D. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by current edition of the IRCDUS Standards, or approved in writing by manufacturer and the Owner.
- E. Accurately locate and align with other work, and anchor equipment and materials securely in place except as required for proper movement and performance.
- F. Clean and protect exposed surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

#### Non-Payment for Rejected Work

Contractor shall replace all work, or portions of the Work, which do not conform to the IRCDUS Standards, unless specifically approved otherwise by the Owner. Payment will not be made for the following:

- Products wasted or disposed of in a manner that is not acceptable.
- Products determined as unacceptable before or after placement.
- Products not completely unloaded from the transporting vehicle.
- Products placed beyond the lines and levels of the required work.
- Products remaining on hand after completion of the work.
- Loading, hauling and disposing of rejected products.
- Used products and materials.

#### Permit & Fees Allowance

Owner shall reimburse Contractor for the actual permit and other fees charged by local governmental agencies necessary for the work. The amount to be paid under this allowance includes recording fees, sign permits, building and right of way permits and inspection fees, except for re-inspection fees resulting from non-compliant work.



## Specific Work – Section A

### Bonds Requirements:

Payment under this section shall be on a lump sum (LS) basis, at the actual cost of the Public Construction Bond. No markup shall be made to the cost of bonds or insurance. Public Construction Bonds will be required for each work order/purchase order issued for more than \$200,000.

### Trench Safety Compliance

Payment under this Section shall be on a per linear foot (LF) basis for trenching and per square foot (SF) basis for any required shoring, and shall include providing all OSHA required trench safety equipment, training and methods employed during the course of the project.

### Traffic Control (By type of roadway & lane closures)

Payment under this Section shall be on a per linear foot (LF) basis which shall include full compensation for all work related to the maintenance of traffic per day of work and/or construction during which traffic control is required. Work includes furnishing all materials, labor, and equipment required to install, maintain, and remove any and all required traffic control measures to control the flow of traffic through the work area within the public rights of way during the various phases of the project. Preparation and submittal of any MOT plans to required agencies as well as coordination with those parties shall also be included in this item. All work shall be in accordance with applicable local, state, and federal requirements.

### Erosion Control

The quantity to be paid for under this Section shall be per linear foot (LF). Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction areas shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled, and the ground surface restored to its original condition.

### Video Documentation of Pre-& Post Conditions:

Payment under this Section shall be on a per linear foot (LF) basis for performing and providing video documentation of the existing site conditions, buildings, landscaping and above ground features and utilities, as well as video documentation of post-construction site conditions, as directed by the Owner.

### Force Main Epoxy Lined Fittings (By Diameter Pipe and Type of Material)

The quantity to be paid for under this Section shall be per each (EA) force main fitting installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install force main fittings per the IRCDUS Standards including joint restraint, layout, identification painting, connection to the existing force main, and any other items required for a complete and functional system.

### Connect to Existing Valve, Fitting or Sewer Main (By Diameter Pipe)

The quantity to be paid for under this Section shall be per each (EA) connection to an existing force or gravity main and shall be full compensation for furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, hauling and legal off-site disposal of debris, temporary shoring, existing utility support, dewatering, removal of fittings, cutting existing pipe, installation of sleeves, wyes, restraints on existing joints, and includes the plug valve, valve box, housekeeping pad as may be required to connect the proposed force main to the existing force

main. Also included is disposal of wastewater, pressure testing, trench backfilling, compaction, density testing, and any other items required for a complete and functional system.

#### Connect to Existing Sanitary Structure (By Diameter & Depth)

The quantity to be paid for under this Section shall be per each (EA) connection to an existing structure and shall be full compensation for furnishing all materials, labor, and equipment including excavation, dewatering, shoring, coring, cutting, adjusting, connecting, removing, and all other necessary activities required to connect the proposed sewer main improvements to the existing sewer structure pipes as directed in the Utilities Standards or by the Owner's Representative.

#### Wet Tap, Sleeve & Valve (By Diameter Pipe & Depth)

The quantity to be paid for under this Section shall be per each (EA) tapping sleeve and valve installed, complete and accepted, and shall include but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, hauling and legal off-site disposal of debris, temporary shoring, existing utility support, dewatering, installation of the tapping sleeve and gate valve, valve box, housekeeping pad as may be required, pressure testing, trench backfilling, compaction, density testing, and any other items required for a complete and functional system.

#### Restrain New or Existing Force main (By Diameter Pipe)

The quantity to be paid for under this Section shall be per each (EA) joint of existing force main requiring joint restraint, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, legal off-site disposal of debris, temporary shoring, existing utility support, dewatering, installation of bell restraint fitting(s) as required, trench backfilling, compaction, density testing, asphalt, concrete, or other surface restoration as required and any other items required for a complete and functional system.

#### Eccentric Plug Valve Below Ground (By Diameter)

The quantity to be paid for under this Section shall be per each (EA) eccentric plug valve installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install plug valve as shown on the IRCUDS Standards including the valve, valve box, riser extensions, restrained joints, materials, layout, and any other items required for a complete and functional valve.

#### Removal of Existing Pipe (By Diameter and Depth Bury)

The quantity to be paid for under this Section shall be per linear foot (LF) of pipe removed and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, temporary shoring, dewatering, removal of pipe, hauling and legal off-site disposal of debris, trench backfilling, compaction, density testing, support of existing aboveground and below ground improvements to remain and be protected, and any other items required for a complete and functional system.

#### Removal of Manholes, Inlets, or Vaults. (By Size & Depth of Bury)

The quantity to be paid for under this Section shall be per each (EA) existing structure removed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, temporary shoring, dewatering, removal of existing structures, hauling and legal off-site disposal of debris,

trench backfilling, compaction, density testing, including support of existing aboveground and below ground improvements to remain and be protected, and any other items required for a complete and functional system.

## Specific Work – Group B – Restoration

### Subgrade, Base, and Asphalt Removal & Repair

This item shall be for all asphalt and base repair for the installation, removal, restraint or access to pipes, fittings, structures, and valves, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract. The Unit Price shall include full compensation for all labor, materials, and equipment necessary to perform base and asphalt trench removal and repair and shall include, but not be limited to, saw cutting, excavation, base placement, grading and compaction, density testing, asphalt placement and specifications with IRCUDS Standards, as applicable, as well as installation of temporary or permanent roadway and parking lot striping, as applicable.

### Open Cut Pavement Repair

The quantity to be paid for under this Section shall be per square yard (SY) and shall include compensation for multiple mobilizations, labor, materials, and equipment required to remove, replace and repair the pavement over the pipe trench, including straight saw cuts, tack coats and two 1" lifts of S-III asphaltic concrete. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with County specifications.

### Asphaltic Concrete Pavement (By Thickness) Type S-1, S-3 or Superpave)

The quantity to be paid for under this Section shall be per square yard (SY) of asphalt surface course and shall include all labor, material, and equipment required to construct a final surface course. The unit prices shall include compensation for multiple mobilizations, labor, materials, and equipment required to construct the new asphalt concrete surface courses. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and the latest County specifications. This unit price shall also include all necessary labor, materials, and equipment to adjust the valve boxes, manholes, rims, inlets, or other fixtures to final grade, transitions to existing pavement, milling existing asphalt at tie-ins, tack coating, compaction, rolling, brooming, saw cutting and any other work required to complete the work.

### Concrete Curb

The quantity to be paid for under this Section shall be on a linear foot (LF) basis for the concrete curb installed and accepted by the County. The contract unit price shall include all labor, materials, and equipment necessary to furnish and prepare the 12-inch-deep sub-grade (LBR 100) curb pad and install the concrete curbs per County specifications. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and Indian River County specifications.

### Flowable Fill

The quantity to be paid for under this Section shall be on a cubic yard (CY) basis of placed flowable fill. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for the placement of flowable fill per IRCUDS Standards.

### Import Backfill

The quantity to be paid for under this Section shall be on a loose volume cubic yard (CY) basis and shall include, but not be limited to purchasing, testing, transporting, spreading, grading and compacting clean imported fill material. Work includes laboratory sampling of the import material to verify compliance with specifications and in-place density testing after placement. No payment will be made for import fill placed outside the lines and grades.

### Sod – Bahia

Method of Measurement: The quantity to be paid for under this Section shall be on a square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation and sod placement per County specifications. The unit price bid for this item shall include all watering for planting and establishment of the sod during the contract and guarantee period.

### Sod – Floratam

Method of Measurement: The quantity to be paid for under this Section shall be on a square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation and sod placement in county Specifications. The unit price bid for this item shall include all watering for planting and establishment of the sod during the contract and guarantee period.

## Specific Work – Section C HDPE and HDD Boring

### High Density Polyethylene Pipe and Fittings

The Contractor shall furnish all labor, materials, equipment, and incidentals required to install High Density Polyethylene (HDPE) pressure pipe, fittings, and appurtenances per IRCDUS Standards.

## Specific Work – Section D Time and Materials

**This section is included to incorporate time and materials rates that fall outside the other specifically-priced items of work in sections A, B, D and E, as all labor, materials, and equipment are to be included in those unit prices.**

### Equipment, general

The quantity to be paid shall be per HOUR (HR) of equipment operation. The unit price shall include transport to and from the site, an operator, fuel, lubricants, materials, preparation and other miscellaneous work or materials required for the equipment to provide and perform its support operation.

### Dump Truck, Wheel Loader, Other Heavy Equipment (By Type)

Method of Measurement: The quantity to be paid for under this Section shall be per hour (HR) of on-site motorized equipment operation. The unit price shall include transport to and from the site, a skilled operator, fuel, lubricants, filters, materials, preparation and other miscellaneous work or materials required for the vehicle to provide and perform its support operation.

### Work Crews (By Type & Number of Personnel)

Method of Measurement: The quantity to be paid for under this Section shall be per hour (HR) of on-site work crew production. The unit price shall include transport to and from the site, hand tools, small power tools, fuel, lubricants, filters, materials, preparation and other miscellaneous work or materials required for the

vehicle to provide and perform its support operation. Overtime applies only after completion of 40 hours in a seven-day period.

## Specific Work – Section E Lift Station

### Sheet Piling

The quantity to be paid for under this Section shall be per linear foot (LF) length of shoring measured horizontally from the start of shoring to the end, driven and installed to the depths for proper safety. The price for this item shall be full compensation of labor, equipment, and materials for all work required to furnish and install the shoring and sheeting and other approved trench safety measures and appurtenances. All shoring and sheeting calculations and drawings must be signed and sealed by a Professional Engineer registered in the State of Florida at no additional cost to the Owner. Also included is removal of the shoring upon completion of trenching activities.

### Bypass Pumping of Wastewater (By Pump Size)

The quantity to be paid for under this Section shall be at a Unit Price per day (DA) unit cost for every day of operation. The price shall include full compensation for all labor, materials and equipment for providing a bypass pumping and piping system to maintain uninterrupted wastewater systems' service or temporary pumps, pipes and/or pumper trucks needed to support wastewater collection and/or transmission main construction or modifications. The Contractor's price shall include full compensation to maintain upstream wastewater flow during construction of the improvements.

### Pressure Washing

The quantity to be paid for under this Section shall be on a square foot basis and shall include, but not be limited to, furnishing all materials, labor, and equipment required to pressure wash work zone, staging areas, sidewalks, curbs, driveways, including debris removal other restoration and/or clean up required for a complete project except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

### Demolition & Renovation

- A. Contractor shall furnish all labor, materials, equipment, and incidentals required for demolition, renovation, removal and disposal work, including demolition and removal of existing materials, equipment, or work necessary to install the new work and as specified herein. Demolition includes structural concrete, foundations, walls, doors, windows, structural steel, metals, roofs, masonry, attachments, appurtenances, piping, electrical and mechanical equipment, paving, curbs, walks, fencing, and other existing facilities.
- B. The Owner and the Owner's Representative assume no responsibility for the actual condition of any structures to be demolished or modified.
- C. The Contractor shall determine the applicability and file notifications to the appropriate agencies with regard to demolition work that requires clearances for asbestos containing material (ACMs) handling or any other materials requiring special management. It should be noted that, in any demolition event, notifications must be filed in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAPS) as described in 40 CFR Part 61, Subpart M and Chapter 62-204 of the Florida Administrative Code (FAC).



- D. No building or structure, or any part thereof, shall be demolished until an application has been filed by the Contractor with the appropriate Building Department and a permit issued. Any fee for this permit shall be the Contractor's responsibility.

#### Removal of Existing Process Equipment, Piping & Appurtenances

- A. Subject to the constraints of maintaining the existing facilities in operation and prior to demolition, existing process equipment, non-buried valving, piping and appurtenances not necessary for the operation of the new facilities shall be removed.
- B. All equipment, piping and appurtenances shall be cleaned, flushed and drained. Equipment to be retained by the Owner, as previously specified, shall be dismantled sufficiently and thoroughly cleaned and drained. All valves shall be left open. All discontinued piping shall be capped and sleeves and openings remaining after removal of the existing equipment, piping, and appurtenances shall be plugged and sealed as directed by the Owner's Representative.

#### Obstructions

This item refers to obstructions which may be removed and do not require replacement. Remove obstructions within the trench area or adjacent thereto without additional compensation. Obstructions of such include, but are not limited to, tree roots, stumps, abandoned piling, buildings and concrete structures, logs, and debris of all types without additional compensation. The Owner's Representative may, if requested, make changes in the trench alignment to avoid major obstructions, if such alignment changes can be made, within the easement or right-of-way without adversely affecting the intended function of the facility, at no additional cost to the Owner.

#### Shoring, Sheet piling, & Bracing

- A. The Contractor shall provide all trench and structural bracing, shoring, or sheet piling necessary to construct and protect the excavation from damage to existing utilities of all types, roadways, structures, and private property, and as required for the safety of the public, and employees.
- B. Increase trench widths accordingly by the thickness of the sheet piling. Maintain sheet piling in place until the pipe has been placed and backfilled at the pipe zone.
- C. Sheet piling shall be removed by the Contractor during backfilling operations in a manner that will not damage the pipe or permit voids in the backfill.
- D. If approved by the Owner's Representative, sheet piling can be left in place. The top of such sheet piling left in place shall be cut off at a minimum elevation of 2.5 ft. below finished grade.
- E. All sheet piling, shoring and bracing of trenches shall conform to the safety requirements of the Trench Safety Act and to the Federal, State or local public agency having jurisdiction.

#### Disposal of Removed Water

- A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits as approved by the Owner's Representative. The Contractor is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the Contractor's plan for trench disposal is approved in writing by the Owner's Representative. The Contractor's plan shall include

temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons.

- B. Dispose of the water in a manner to prevent flooding of streets and damage to adjacent property. Drainage of trench water through the pipeline under construction is prohibited.
- C. Engines driving dewatering pumps shall be equipped with residential type mufflers.

#### Trench Backfill

- A. Backfill material shall be excavated material, predominately sandy material and essentially free of rock, stones, organic material, asphaltic concrete, clay, concrete, boulders and other deleterious material.
- B. Pipe Embedment: The backfill material required for placement around the pipe and to a depth of 1 foot above the top of the pipe shall consist of clean, fine to medium sand or a mixture of sand, shell or crushed rock with a maximum size of 3/4" and not more than 10 percent passing the U.S. Standard Number 200 sieve, properly graded and mixed so that fine grain material from the side walls of the trench or backfill above the embedment will not migrate into the backfill material.
- C. Above Pipe Embedment: The backfill material used to bring the trench to final subgrade from a depth of 1 foot above the top of the pipe shall consist of sand or a mixture of clean mineral soils with no particle size larger than 3-1/2".
- D. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided and paid for by the Contractor.

#### Backfill Operation

The pipe trench shall be backfilled immediately after the pipe is laid, unless other protection for the pipe line is provided. Backfill materials shall be selected, deposited and compacted so as to eliminate the possibility of lateral displacement of the pipe.

#### Compaction Equipment

- A. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.
- B. Hydro-compaction (puddling) of the backfill material will not be permitted.

#### Placing and Compaction

- A. The backfill material placed around the pipe to final subgrade, shall be compacted to a density of not less than 98% the maximum dry density as determined by of AASHTO Method T-180 or by IRCUS Standards.
- B. The fill lift thickness shall be uniformly compacted and restricted to 8 inches maximum. Particular care shall be taken to ensure that the backfill at the haunch is free from voids and is properly compacted.
- C. Backfilling and compacting around meter boxes, valve boxes, manholes, storm inlets, and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling well point holes to prevent voids and settlement. If necessary, the holes should be plugged with a flowable

fill, such plugging to be at the expense of the Contractor.

#### Compaction Tests

- A. The Owner's Repetitive may at any time instruct the Contractor to partially excavate a previously backfilled trench or temporarily backfilling of a short section of the trench for the purpose of obtaining measurements of the density of the backfill.
- B. The cost of the partial excavation and restoration of the backfill will be paid for by the Contractor.
- C. The Owner will pay for the proctors and density tests. Any test failures will be paid by the Contractor.
- D. Proctor and density tests shall be taken along the pipe, and at locations of manholes, inlets, and valves. The location, depth, and number of the tests shall be as selected by the Owner's Repetitive. Maximum intervals between tests shall be 300 feet.

#### Restoration of Surface Improvements

- A. All surface improvements on public or private property which have been damaged or removed during excavation or any of the other Contractor's operation or other various construction activities shall be restored to conditions equal to or better than conditions existing prior to beginning work.
- B. These surface improvements include, but are not limited to, grass plots, sod, shrubbery, ornamental trees, signs, fences, mailboxes and other improvements on public or private property.
- C. Road shoulders, alleys and driveways of shell, lime rock, stabilized soil or gravel, where disturbed, shall be restored with like materials as removed. There shall be no mixing of unlike materials. The disturbed area shall be replaced with the appropriate materials to a minimum depth to restore it to a condition equal to or better than conditions existing prior to beginning work.
- D. Roadways other than paved streets, where disturbed, shall be replaced with like materials to a minimum compacted thickness of twelve (12) inches. There shall be no mixing of unlike materials. These roadways shall be compacted to a minimum of 98% of the maximum dry density as determined by AASHTO Method T-180 or per IRC/DUS Standards.
- E. No additional cost for replacement of roadways other than paved streets will be allowed by the Owner.

#### Pavement, Curb & Sidewalk Removal

- A. Cut all bituminous and concrete pavements, regardless of the thickness, and all curbs and sidewalks, prior to excavation of the trenches with an approved pavement saw, hydro hammer, or approved pavement cutter. Unless otherwise directed by the Owner's Representative, the width of the pavement cut shall be at least equal to the required width of the trench at ground surface.
- B. Replacement concrete sidewalks shall be restored with a new modular panel, and the old panels shall be completely removed. No partial panels will be accepted.
- C. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- D. The Contractor shall remove pavements as part of the trench excavation. The material from permanent pavement removal shall be carefully separated from trench excavation material and disposed of by the

Contractor.

#### Pumping & Drainage

- A. The Contractor shall be responsible for determining all dewatering requirements and governmental regulations prior to commencement of work including, but not limited to, methods of drainage, removal of water, disposal of water and permitting.
- B. The Contractor shall bear all costs associated with dewatering, including costs of damage to property caused by dewatering.
- C. The Contractor shall provide and maintain all necessary facilities and equipment to remove all water entering excavations and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not float or otherwise be damaged by allowing water levels to return to natural levels.
- D. Dewatering shall be conducted by a well point type system and in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the proposed bottom of the excavation and to preserve the integrity of adjacent structures. Well point system installation shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground. Sump installation, over excavation of trenches, and rocking shall not be allowed as a method of dewatering.
- E. The conveying of water in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the authority having jurisdiction. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner's Representative, or the authority having jurisdiction, at no cost to the Owner.
- F. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc., in order to prevent adverse effects on groundwater quality.
- G. The Contractor shall provide for and be responsible for the prevention, control and abatement of erosion and water pollution until completion of the Project. The Contractor shall provide all temporary erosion control features necessary to prevent, control and abate erosion and water pollution. During the construction of the project, the Contractor shall comply with the Water Quality Standards of the State of Florida and applicable provisions of any NPDES permits in effect. Contractor shall procure any NPDES permits required by regulations as a result of the proposed Work.
- H. Prior to the release of any dewatering effluent, the Contractor shall sample turbidity levels in the final effluent to verify that turbidity levels do not exceed turbidity levels in the receiving water body by more than 29 NTU's (FAC 62-302 Surface Water Quality Standards). If dewatering effluent initially discharges into a man-made drainage ditch that conveys stormwater runoff from urbanized areas, the receiving waters are deemed to be at the outfall of the drainage ditch and FDEP may approve a permit modification allowing for the drainage ditch to be used as a mixing zone.

## Pipe and Fittings

### *Description*

Work under this section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and per IRCUDS Standards.

### *Applicable Codes, Standards, and Specifications*

- A. The work under this Contract shall be in strict accordance with the following codes and standards.
- B. Indian River County Utility Standards.
- C. Florida Department of Environmental Protection.
- D. American Society for Testing and Materials (ASTM).
- E. American National Standards Institute (ANSI).
- F. American Water Works Association AWWA C600 Standard for Installation of Ductile-Iron Water Main and Their Appurtenances and AWWA C605 Standards for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

### *Materials & Equipment*

- A. Unless otherwise specified or directed by the Owner's Representative, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.
- B. Prior to the start of work, the Contractor shall submit to the Owner's Representative a list of the manufacturers of all materials to be incorporated in the work that conform to a standard, code.

### *Workmanship*

All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Owner's Representative when the manufacturer's instructions conflict with these specifications.

### *Site Maintenance*

The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in residential, commercial or other developed areas.

### *Delivery, Storage & Handling and Equipment*

- A. Deliver pipe to the site in such a manner as to provide adequate protection for the pipe ends and pipe.
- B. The Contractor, at his own expense, shall provide space for storage of materials and equipment.
- C. If permitted by the Owner, pipe strung along roads and rights-of-way shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic.
- D. Do not store PVC pipe in a place where it can be exposed to ultraviolet sunlight.



## Products

### Ductile Iron Pipe and Fittings for Pressurized Distribution Mains – Water or Sewer Application

#### 1. Pipe:

- a. Ductile Iron Pipe and Joint Devices shall conform to the requirements of ANSI/AWWA C151/A21.51, ANSI/AWWA C111/A21.11-90, ANSI/AWWA C115/A21.15.
- b. Sizes 3" to 12" diameter shall be Class 52.
- c. Sizes 14" and above shall be Class 51.

#### 2. Fittings:

- a. Fittings 4" through 24" shall conform to the requirements of ANSI/AWWA C153/A21.53 latest revision.
- b. Fittings 30" and above shall conform to the requirements of ANSI/AWWA C110/A21.10 latest revision.
- c. Pipe fittings shall be pressure rated at 350 psi. Coatings shall be the same as for the pipe.
- d. joint fittings for 24" and smaller diameter shall be "Flex-Ring" as manufactured by American Cast Iron Pipe Company, "TR Flex" as manufactured by U.S. Pipe Company, "Super-Lock" as manufactured by Clow Corporation, or an "approved equal". Restrained joint fittings for 30" and larger diameter pipe shall be "Lok-Ring" as manufactured by American Cast Iron Pipe Company, "TR-Flex" as manufactured by U.S. Pipe Company, or an "approved equal". All bolts and hex nuts shall be U.S. Steel COR Ten or an "approved equal". The accessory package consisting of the restraining element and gaskets shall be packaged together as a complete unit noting the size on the outside of the sealed weather proof container. Mechanical joint fittings as specified in paragraph 2 © below may also be used at the Contractor's option.
- e. Mechanical Joint Fittings shall conform to the requirements stated in paragraph 2(a) above. Mechanical joint fittings shall be furnished with Megalug Retainer Glands as manufactured by EBBA Iron, Inc., Eastland, Texas (1-800-433-1716) or an "approved equal" unless otherwise noted. All bolts and hex nuts shall be U.S. Steel COR Ten or an "approved equal". The accessory package consisting of the retainer gland, bolts, nuts and gaskets shall be packaged together as a complete unit noting the size on the outside of the sealed weatherproof container.

## Coatings

- A. The internal surfaces of force main piping and fittings shall be epoxy lined in strict accordance with the manufacturer's recommendations.
- B. External surface of all buried ductile iron pipe and fittings shall be coated with a bituminous coating approximately one mil thick in accordance to AWWA C151/A21.51 latest revision.
- C. External surface of all buried ductile iron pipe and fittings shall be coated with a bituminous coating approximately one mil thick in accordance to AWWA C151/A21.51 latest revision.

## Joints

- A. Joints in pipe shall conform to the requirements of ANSI/AWWA C151 latest revision.
- B. Joints in fittings shall conform to the requirements of ANSI/AWWA C111/A21 latest revision.
- C. Slip-on joints and mechanical joints shall conform to the requirements of AWWA C-111.
- D. Restrained joints shall be American Ductile Iron "Flex-Ring" Joint or "Fast-Grip" Gaskets, U.S. Pipe "TR Flex" Joint or "Field Lok" Gaskets, Clow "Super Lock" Joint, Mechanical Joint with Megalug Retainer Gland, or "approved equal".
- E. All bolts and hex nuts shall be U.S. Steel COR Ten or an "approved equal", conforming to current provisions of American National Standard ANSI/AWWA C111/A21.11 for rubber gasket joints for ductile iron pipe and fittings, NSS Cor-Ten T-bolts, or an "approved equal".

## Ductile Iron & Polyvinyl Chloride Pipe for Gravity Wastewater System Application

- A. Polyvinyl Chloride Pipe (PVC) shall conform to the requirements of ASTM D3034, SDR 26.
- B. Ductile Iron Pipe sizes 3" to 12" diameter shall be Class 52. Sizes 14" and above shall be Class 51.
- C. Polyvinyl Chloride Pipe (PVC) shall conform to the requirements of ASTM D3034, SDR 26.
- D. Fittings shall conform to the requirements of ANSI/AWWA C110/A21.10 latest revision.
- E. Coating on the internal surface of ductile iron sewer pipe and fittings shall conform to:

The internal surfaces of force main piping and fittings shall be epoxy lined in strict accordance with the manufacturer's recommendations. The following products are the only currently approved products which shall be utilized for internal use:

Protecto 401 Ceramic Epoxy Lining, 40 mils thick.

Permax PCS-9043, Glass Flake Epoxy, 40 mils thick.

- F. External surface of all ductile iron pipe and fittings shall be coated with a bituminous coating approximately one mil thick.
- G. Joints in ductile iron fittings shall conform to the requirements of ANSI/AWWA C111/A21 latest revision.
- H. Joints in PVC pipe shall conform to the requirements of ASTM D3212 with watertight rubber sealing ring and flexible seal.

## Reinforced Concrete Pipe & Polyvinyl Chloride Pipe for Gravity-Storm Sewer Application

- A. Reinforced concrete pipe (RCP) shall be in conformance to the requirements of the F.D.O.T.'s Standard Specifications for Road and Bridge Construction, latest edition, Section 941, Articles 941-1 through 941-2.
- B. Polyvinyl Chloride Pipe (PVC) shall conform to the requirements of ASTM D3034, SDR 26.
- C. The pipe joints shall be the round rubber gasket type conforming to the F.D.O.T.'s Standard Specifications

for Road and Bridge Construction, latest edition, Section 942, Article 942-1. Pipe joint installation otherwise shall be in accordance with the recommendations of the pipe manufacturer and the gasket manufacturer.

- D. Pipe gaskets shall be in conformance with Section 942 of the F.D.O.T.'s Standard Specifications for Road and Bridge Construction, latest edition.

#### Identification & Color Coding of Wastewater Pipe & Fittings

- A. All wastewater force main pipe and fittings shall be color coded or marked using safety Green as a predominant color. Underground plastic pipe shall be solid-wall Green pipe, co-extruded Green external skin, or shall be white or black pipe with Green stripes incorporated into, or applied to, the external pipe wall.
- B. Underground metal or concrete pipe shall have Safety Green stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe shall have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 180-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe. For pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines run parallel to the axis of the pipe, that are located at no greater than 120-degree intervals around the pipe, and that will remain intact during and after installation of the pipe.
- C. All aboveground wastewater force mains shall be painted solid Safety Green.
- D. Green Warning tape with WASTEWATER printed on the tape shall be placed in the trench during backfill of the wastewater force main pipe, a vertical distance of 18" above the crown of the pipe.

#### Wastewater Gravity Sewers

- A. All gravity sewer lines and laterals within the public right of way shall be green in color.
- B. Green Warning tape with WASTEWATER printed on the tape shall be placed in the trench during backfill of the wastewater laterals only, a vertical distance of 18" above the crown of the pipe. No tape is required on collection lines between manholes.

#### Referenced Standards

All standard specifications, i.e., Federal, ANSI, ASTM, etc., made a portion of these Specifications by reference, shall be the latest edition and revision thereof.

#### Submittals

- A. The Contractor shall submit to the Owner's Representative, a list of materials to be furnished, the names of the suppliers, and the appropriate shop drawings for all HDPE pipe and fittings.
- B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.
- C. The Contractor shall submit shop drawings showing installation method and the proposed method and specialized equipment to be used.

### Polyethylene Pipe & Fittings

- A. Polyethylene pressure pipe shall be manufactured from PE3408 polyethylene and shall meet AWWA C906 standards. When specified by the Owner's Representative as an alternate to PVC, HDPE (ductile iron pipe sized) piping can be used for buried applications. Iron pipe sized (IPS) HDPE piping can be used for above-ground applications. HDPE (IPS) Hydrostatic Design Bases (HDB) piping shall be used for the riser pipes from the pump discharge and manifold per IRCUDS Standards. All HDPE pipe shall be DR -11 unless a substitute is authorized by the County's Representative.
- B. Where HDPE pipe is joined to HDPE pipe, it shall be by thermal butt fusion. Thermal butt fusion shall be accomplished in accordance with the pipe manufacturer and fusion equipment supplier specifications. The Contractor installing thermal butt fused HDPE pipe shall have a minimum of five years' experience performing this type of work.
- C. Qualification of Manufacturer. The Manufacturer shall have manufacturing and quality control facilities capable of producing and assuring the quality of the pipe and fittings required by these specifications. The Manufacturer's production facilities shall be open for inspection by the Owner or their authorized representative. Qualified manufacturers shall be approved in writing by the Owner's Representative.
- D. Materials used for the manufacture of polyethylene pipe and fittings shall be PE3408 high density polyethylene meeting cell classification 345434C or 345434E per ASTM D 3350; and meeting Type III, Class B or Class C, Category 5, Grade P34 per ASTM D 1248; and shall be listed in the name of the pipe and fitting manufacturer in PPI (Plastics Pipe Institute) TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings Compounds, with a standard grade rating of 1600 psi at 73°F. The Manufacturer shall certify that the materials used to manufacture pipe and fittings meet these requirements.
- F. Interchangeability of Pipe and Fittings. Polyethylene pipe and fittings shall be produced by the same Approved Manufacturer. Products made by sub-Contractors or Manufacturer's distributor are not acceptable. Pipe and fittings from different Approved Manufacturers shall not be interchanged.
- G. Polyethylene Pipe. Polyethylene pipe shall be manufactured in accordance with ASTM F 714, Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter or ASTM D 3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter and shall be so marked. Each production lot of pipe shall be tested for (from material or pipe) melt index, density, % carbon, (from pipe) dimensions and either quick burst or ring tensile strength (equipment permitting).
- H. Polyethylene Fittings & Custom Fabrications. Polyethylene fittings and custom fabrications shall be molded or fabricated by the pipe manufacturer. Butt fusion outlets shall be made to the same outside diameter, wall thickness, and tolerances as the mating pipe. All fittings and custom fabrications shall be fully rated for the same internal pressure as the mating pipe. Pressure de-rated fabricated fittings are prohibited.
- I. Molded Fittings. Molded fittings shall be manufactured in accordance with ASTM D 3261, Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing, and shall be so marked. Each production lot of molded fittings shall be subjected to the tests required under ASTM D 3261.
- J. X-Ray Inspection. The Manufacturer shall submit samples from each molded fitting production lot to x-ray inspection for voids, and shall certify that voids were not found.

- K. Fabricated Fittings. Fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock, or molded fittings. Fabricated fittings shall be rated for internal pressure service equivalent to the full-service pressure rating of the mating pipe. Directional fittings 16" IPS and larger such as elbows, tees, crosses, etc., shall have a plain end inlet for butt fusion and flanged directional outlets. Part drawings shall be submitted for the approval of the Owner's Representative.
- L. Polyethylene Flange Adapters. Flange adapters shall be made with sufficient through-bore length to be clamped in a butt fusion joining machine without the use of a stub-end holder. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves to provide gasketless sealing, or to restrain the gasket against blow-out.
- M. Back-up Rings & Flange Bolts. Flange adapters shall be fitted with lap joint flanges pressure rated equal to or greater than the mating pipe. The lap joint flange bore shall be chamfered or radiused to provide clearance to the flange adapter radius. Flange bolts and nuts shall be Grade 2 or higher.
- N. Installation shall be in accordance with Manufacturer's recommendations and this specification. All necessary precautions shall be taken to ensure a safe working environment in accordance with the applicable codes and standards.

#### Installation of High-Density Polyethylene Pressure Pipe & Fittings

- A. All high-density polyethylene (HDPE) pressure pipe shall be installed by direct bury, directional bore, or a method approved by the Owner prior to construction. If directional bore is used, or if directed by the Owner, the entire area of construction shall be surrounded by silt barriers during construction.
- B. Installation shall be in accordance with Manufacturer's recommendations, and this specification. All necessary precautions shall be taken to ensure a safe working environment in accordance with the applicable codes and standards.

#### Heat Fusion Joining

Joints between plain end pipes and fittings shall be made by butt fusion, and joints between the main and saddle branch fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting Manufacturer. The Contractor shall ensure that persons making heat fusion joints have received training and certification for heat fusion in the Manufacturer's recommended procedure. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12-months before commencing construction. External and internal beads shall not be removed.

#### Mechanical Joining

Polyethylene pipe and fittings may be joined together or to other materials by means of flanged connections (flange adapters and back-up rings) or mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material. Mechanical couplings shall be fully pressure rated and fully thrust restrained such that when installed in accordance with manufacturer's recommendations, a longitudinal load applied to the mechanical coupling will cause the pipe to yield before the mechanical coupling disjoins. External joint restraints shall not be used in lieu of fully restrained mechanical couplings.

#### Mechanical Joint & Flange Installation

Mechanical joints and flange connections shall be installed in accordance with the Manufacturer's recommended procedure. Flange faces shall be centered and aligned to each other before assembling and



tightening bolts. In no case shall the flange bolts be used to draw the flanges into alignment. Bolt threads shall be lubricated, and flat washers shall be fitted under the flange nuts. Bolts shall be evenly tightened according to the tightening pattern and torque step recommendations of the Manufacturer. At least one hour after initial assembly, flange connections shall be re-tightened following the tightening pattern and torque step recommendations of the Manufacturer. The final tightening torque shall be 100 ft-lbs. or less as recommended by the Manufacturer.

### Paints & Coatings

- A. The work of this section consists of furnishing all materials, labor, equipment and incidentals required and performing all the painting necessary to complete this Contract in its entirety.
- B. It is the intent of these Specifications to paint all exposed structural ferrous metal, pipe, fittings, supports, masonry, concrete, and all other work required to be painted unless otherwise specified.

References from Steel Structures Painting Council (SSPC):

- 1. SSPC-SP-1 Surface Preparation Specification - Solvent Cleaning
- 2. SSPC-SP-2 Surface Preparation Specification - Hand Tool Cleaning
- 3. SSPC-SP-3 Surface Preparation Specification - Power Tool Cleaning
- 4. SSPC-SP-6 Surface Preparation Specification - Commercial Blast Cleaning

### Painting Not Included

- A. The following categories of work below (B – E) are not included as part of the field-applied finish work, or are included in other sections of these specifications.
- B. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory finishing or installer finishing is specified for such items as finished electrical equipment.
- C. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, and bronze materials will not require finish painting, unless otherwise indicated.
- D. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated.
- E. Do not paint over any code-required labels, such as Underwriters Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

### Materials

- A. All painting materials shall be fully equal to those manufactured by the Tnemec Company Inc., Sherwin-Williams, Porter Paint Company or M-A-B Paints and Coatings. The painting schedule has been prepared on the basis of Tnemec, Porter and Koppers products and recommendations for applications. No brand other than those named will be considered for approval unless the brand and type of paint proposed for each item in the following schedule together with sufficient data substantiated by certified tests conducted at no expense to the Owner, to demonstrate its equality to the paint(s) named, is submitted in

writing to the Owner for approval within 30 days after the signing of the Notice to Proceed. The type and number of tests performed shall be subject to the Owner's Representative's approval.

- B. All painting materials shall be delivered to the mixing room in unbroken containers, bearing the Manufacturer's brand, date of manufacture and name. They shall be used without adulteration and mixed, thinned and applied in strict accordance with Manufacturer's directions for the applicable materials and surface and with the Owners Representative's approval before using.
- C. (2) Coats shall be applied regardless of the material painted.

#### Preparation of Surfaces

- A. General: Perform preparation and cleaning procedures in strict accordance with the paint Manufacturer's instructions and as herein specified, for each particular substrate condition. When the specified and recommended Manufacturers surface preparation system differ, use the system which in the Owner's opinion is the more restrictive (conservative). Tar stops shall not be applied to items with bitumastic coatings. The bitumastic coating shall be sandblasted off. All surfaces to be painted shall be prepared as specified herein and shall be dry and clean before painting.
- B. Carefully remove all hardware, hardware accessories, machine surfaces, plates, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- C. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.
- D. All metal welds, blisters, etc., shall be ground and sanded smooth in accordance with SSPCSP-3, or in difficult and otherwise inaccessible areas, by hand cleaning in accordance with SSPC-SP2. All pits and dents shall be filled and all imperfections shall be corrected so as to provide a smooth surface for painting. All rust, loose scale, oil, grease and dirt shall be removed by use of approved solvents, wire brushing or sanding.
- E. Primed or Previously Painted Surfaces and Nonferrous Surfaces: All coated surfaces shall be cleaned prior to application of successive coats. Highly corroded surfaces shall be sand blasted in accordance with SSPC-SP-6. All nonferrous metals not to be coated shall be cleaned. This cleaning shall be done in accordance with SSPC-SP-1, Solvent Cleaning.
- F. Cementitious Materials:
  - 1. Prepare cementitious surfaces of concrete and concrete block to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.
  - 2. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition before application of paint. Do not paint over surfaces where the moisture content exceeds that permitted in the Manufacturer's printed directions.

- G. Shop-Finished Surfaces: All shop-coated surfaces shall be protected from damage and corrosion before and after installation by treating damaged areas immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be "Hand Cleaned" and then touched up with the same materials as the shop coat. All shop coated surfaces which are faded, discolored, or which require more than minor touch-up in the opinion of the Owner shall receive new surface preparation before being repainted. Cut edges of galvanized sheets and exposed threads and cut ends of galvanized piping, electrical conduit, and metal pipe sleeves, that are not to be finished painted, shall be "Solvent Cleaned" and primed with zinc dust-zinc oxide metal primer.
- H. Galvanized and Zinc-Copper Alloy Surfaces: Where these surfaces are specified to be painted, they shall be "Solvent Cleaned" and/or sand blasted and treated as hereinafter specified. Such surfaces not to be painted shall be "Solvent Cleaned".

### Workmanship

- A. Primer (spot) and paint used for a particular surface shall, in general, be as scheduled for that type of new surface. Confirm with the paint Manufacturer that the paint proposed for a particular repaint condition will be compatible with the existing painted surface. Sample repainted areas on the actual site will be required to ensure this compatibility. Finished repainted areas shall be covered by the same guarantee specified for remainder of work.
- B. At the request of the Owner's Representative, samples of the finished work prepared in strict accordance with these Specifications shall be furnished and all painting shall be equal in quality to the approved samples. Finished areas shall be adequate for the purpose of determining the quality of workmanship. Experimentation with color tints shall be furnished to the satisfaction of the Owner where standard chart colors are not satisfactory.
- C. Protection of movable objects, equipment, fittings and accessories shall be provided throughout the painting operations. Dripped or spattered paint shall be promptly removed. Lay drop cloths in all areas where painting is being done to adequately protect flooring and other work from all damage during the operation and until the finished job is accepted.
- D. On metal surfaces apply each coat of paint at the rate specified by the Manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the Manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by brush. Deficiencies in film thickness shall be corrected by the application of an additional coat(s). On masonry, application rates will vary according to surface texture, however, in no case shall the Manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or by applying additional coats of paint.
- E. Paints shall be mixed in proper containers of adequate capacity. All paints shall be thoroughly stirred before use and shall be kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.
- F. Only skilled painters shall be used on the work and specialists shall be employed where required.

### Quality Control

- A. The finished surfaces shall be free from runs, ridges, voids, drips, waves, laps, and variation in color, texture and finish. Painting found defective shall be scraped or sandblasted off and repainted as directed by the Owner's Representative. Before final acceptance of the work, damaged surfaces of paint shall be cleaned and repainted or touched up as directed by the Owner's Representative.
- B. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.
- D. Successive coats of paints shall completely cover the previous coat so it cannot be seen. Each coat shall be tinted to make the various coats distinguishable. Successive coats shall be applied after a minimum 24-hour drying period unless otherwise recommended by the Manufacturer.

### Cleanup

- A. The premises shall at all times be kept free from accumulation of waste material and rubbish caused by employees or work. At the completion of the painting remove all tools, scaffolding, surplus materials and all rubbish from and about the buildings and leave work "broom clean" unless more exactly specified.
- B. Upon completion, remove all paint where it has been spilled, splashed, or splattered on all surfaces, including floors, fixtures, equipment, furniture, etc., leaving the work ready for inspection.

### Paint Color

All colors shall be as selected by the Owner's Representative from Color Cards to be submitted by the Contractor.

### Wastewater Valves & Appurtenances

#### General

Furnish all labor, materials, equipment and incidentals required and install complete and ready for operation all valves and appurtenances as specified herein.

### Equipment

The equipment shall include, but not be limited to, the following:

- Eccentric Plug Valves
- Check Valves
- Vacuum Breakers
- Air Release Valves
- Curb Stops & Corporations Stops
- Flange Adapter Couplings and Flexible Couplings
- Diaphragm Seals, Unions and Mechanical Type Seals
- Hose bibs and PSI Gauges

### Description of System

All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of wastewater and reuse water.

### Qualifications

All of the types of valves and appurtenances shall be products of well-established reputable firms who are fully experienced, reputable and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these specifications as applicable.

### Special Tools

Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

### Product, General

- A. All valves and appurtenances shall be per IRCDUS Standards. Unless approved otherwise by the Owner's Representative, all valves of the same type shall be from the same manufacturer.
- B. All valves and appurtenances shall have the name of the manufacturer and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.
- C. Valve exterior to be painted Phenolic Primer Red Oxide for high resistance to corrosion.
- D. For corrosion protection, the interior ferrous surfaces of all check valves used in sewage applications shall be coated with a factory applied, two-part epoxy coating to a minimum of 20 mils thick.

### Eccentric Plug Valves

- A. All valves shall be eccentric plug valves unless otherwise specified. Valves shall be as manufactured by DeZurik, Milliken, Valmatic or approved equal.
- B. Plug valves shall be tested in accordance with AWWA C504 Section 5. Each valve shall be performance tested in accordance with AWWA C504 Section 5.2 and shall be given a leakage test and hydrostatic test as described in AWWA C504 Paragraphs 5.3 and 5.4. The leakage test shall be applied to the face of the plug tending to unseat the valve. The Manufacturer shall furnish certified copies of reports covering proof of design testing as described in AWWA C504 Section 5.5.
- C. Plug valves shall be of the tight closing, resilient faced, non-lubricating variety and shall be of eccentric design such that the valve's pressure member (plug) rises off the body seat contact area immediately upon shaft rotation during the opening movement.
- D. Valve pressure ratings shall be established by hydrostatic tests as specified by ANSI B16.1-1967. Pressure ratings shall be as follow: Valves shall be drip-tight in both directions (bi-directional) at rated pressure, 175 psi for 12-inch diameter and smaller; 150 psi for 14-inch diameter and larger. The valve shall be provided with a 2-inch square operating nut.
- E. The valve body shall be constructed of cast iron ASTM A126, Class B. Body ends shall be mechanical joint to meet the requirements of AWWA C111/ANSI A21.11 or single gasket push-on type.



- F. The valve plug shall be constructed of cast iron or ductile iron and shall have a conical seating surface which is eccentrically offset from the center of the plug shafts. The plug and shafts shall be integral. The entire plug face shall be totally encapsulated with Buna N (Nitrile) rubber in all valve sizes. The rubber to metal bond must withstand 75 lbs. pull under test procedure ASTM D-429-73, Method B. When the plug is in full open position, plug geometry and body waterway contours must provide a passageway that allows flow capacity to 100% of the adjacent pipe area.
- G. Valve seat mating surface shall be constructed of a welded-in overlay of not less than 90% nickel or be a one-piece 304 stainless-steel ring. Seat ring contour must be precision machined.
- H. A mechanical "brake" shall be supplied on all valves and shall be capable of "locking" the valve in any intermediate position between full-open and full-closed.
- I. Valves shall have multiple V-type packing and packing glands and shall be capable of being field adjusted or repacked without the bonnet or plug being removed from the valve with the valve under the full rated pressure. Valves shall have a port position indicator.
- J. Valve shaft seals shall be adjustable and comply with AWWA C507 Section 10 and with AWWA C507 Section 11.
- K. Manual valves shall have lever or gear actuators and tee wrenches, extension stems, floor stands, etc. per IRCDUS Standards. All valves 6" and larger shall be equipped with gear actuators and handwheels.
- L. All gearing shall be enclosed in a semi-steel housing and be suitable for running in a lubricant with seals provided on all shafts to prevent entry of dirt and water into the actuator. All actuator shafts shall be supported on permanently lubricated bronze bearings. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque. All adjustable stop shall be provided to set closing torque.
- M. All exposed nuts, bolts, and washers shall be zinc or cadmium plated. Valve packing adjustment shall be accessible without disassembly of the actuator.
- N. Valves and gear actuators for submerged service shall have seals on all shafts and gaskets on the valve and actuator covers to prevent entry of water. Actuator mounting brackets for buried or submerged service shall be totally enclosed and shall have gasket seals. All exposed nuts, bolts, springs and washers shall be stainless steel.
- O. Three-way plug valves shall be non-lubricated gear oriented. Valve bodies shall be ASTM A-126 Class, and be semi-steel with 125 lb. ANSI standard flanges. Plugs shall be resilient faced. Three-way valves shall be 3-way, 3 port 270 degree turn.
- P. Plug valves installed such that actuators are 6-feet or more above the floor shall have chain wheels.
- Q. Plug valves shall be installed with extended shafts and actuators if required. Actuators for extended shafts shall be mounted on floor stands or shall be removable handwheels where floor stands are not called for. Six-inch sleeves shall be provided for extended shafts in all floors; where necessary covers shall be provided. Shafts shall be of adequate strength to operate the valve and shall be 304 stainless-steel where submerged and carbon steel elsewhere. Floor stands and covers, where called for shall be cast iron. Floor

stands shall be equipped with valve position indicators. Plug valves shall be furnished with extended bonnets, equal to DeZurik Figure 640.

- R. All buried plug valves shall have a remote position indicator in the valve box showing position of the valve. A stainless-steel centering and I.D. plate shall be provided showing direction of opening and number of turns to open for each valve.

#### Valves for Buried Service

- A. Valves for buried service shall meet all the requirements as specified herein for interior except that buried valves shall have mechanical joint ends.
- B. All buried valves shall have cast-iron three-piece valve boxes, valve boxes shall be provided with suitable heavy bonnets to extend to such elevation at the finished grade surface as directed by the Owner's Representative. The barrel shall be two-piece, screw type, having 5 " shaft. The upper section shall have a flange at the bottom having sufficient bearing area to prevent settling, shall be designed so as to prevent the transmission of surface loads directly to the valve or piping. Valve boxes shall be manufactured by CLOW, OPELIKA FOUNDRY, TYLER PIPE, or approved equal.
- C. Valve boxes shall have cast iron covers as specialty covers in sidewalks or landscape areas. Covers shall have "SEWER" cast into the top. The covers shall be constructed as to prevent tipping or rattling.
- D. One tee-handled gate-wrench of suitable length shall be furnished.
- E. Where valves are located out of pavement, the boxes shall be adjusted to finished grade and a concrete slab two feet square and six inches thick shall be poured around the box.
- F. Valve boxes shall be of the heavy duty, traffic bearing cast iron, adjustable screw type with a drop cover. The valve box assembly shall consist of a bottom section, top section and cover which is cast from gray iron, formulated to ASTM specification A-48 latest revision, class 30 minimum and shall be free from blowholes, shrinkage or other imperfections not true to pattern. The shaft size shall be 5 1/4" and the adjustable length shall be from 18" to 24". The wall thickness shall be 3/16" + 1/16". The weight of the assembly shall be 61 pounds + 2 pounds, with the cover weight being a minimum of 12 pounds.
- G. The name of the manufacturer and foundry of origin shall be cast into each of the components of the assembly in legible form. The assembly shall be suitable for highway traffic wheel loads of 16,000 pounds and shall withstand a proof load test of 25,000 pounds without failure or permanent deflection, as per Federal Specification RR-F-621-C, latest revision. The valve box shall be cast, machined, assembled, and packaged within the United States and shall fully comply with the Buy American provisions of Public Law 102-240, enacted 12/18/91.

#### Check Valves

- A. Check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the delivery pressure. The valve must be full opening, tight seating and its seat shall be replaceable. The valve disc shall be suspended from a non-corrosive shaft which will pass through a stuffing box.
- B. Check valves shall be as manufactured by M&H, Pratt, DeZurik, or approved equal.

- C. Check valves shall be outside-weighted arm, swing type and shall meet the material requirements of AWWA C508. The valves shall be iron body, with bronze mounted, Buna N faced single disc, 150 psi working water pressure, nonshock, and hydrostatically tested at 300 psi. Ends shall be 125-pounds ANSI B16.1 flanges. Additional weights shall be added if necessary, to prevent slamming.
- D. When there is no flow through the line the disc shall hang lightly against its seat in practically a vertical position. When open, the disc shall swing clear of the waterway.
- E. Check valves shall have bronze seat and body rings, extended bronze hinge pins and stainless-steel nuts on the bolts of bolted covers.
- F. Valves shall be so constructed that disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight. If pump design head exceeds 77 feet, then an air cushioned assembly shall be installed.

#### Air Release Valves

Air release valves (ARV) used on sewer force mains shall be of the automatic type designed for wastewater applications. The valve body shall be cast iron construction, ASTM A126, Class B, and all internal working parts shall be 316 Series stainless-steel, and BUNA-N orifice button. The venting orifice shall be a minimum of 2.54 cm (1") in diameter. The inlet openings shall be sized per manufacturer's recommendation but no less than 5 cm (2") NPT screwed connection. ARVs shall be manufactured by Vent-omat Series RGX 316 Series stainless steel, or Bermad Flow Control Accessories 300 Series stainless steel air release valves ARI-5-022.

#### Flange Adapter Couplings

Flange adapter couplings shall be of the size and pressure rating required for each installation and shall be suitable for use on either cast iron or ductile iron pipe. They shall be similar or equal to Dresser Company, Style 128. All couplings shall have a sufficient number of factory installed anchor studs to meet or exceed the test pressure rating for this project, 100 psi minimum.

#### Flexible Couplings

- A. Flexible couplings shall be either the split type or the sleeve type if required
- B. Split type coupling shall be either the split type or the sleeve type. The couplings shall be mechanical type for radius groove piping. The couplings shall mechanically engage and lock grooved pipe ends in a positive coupling and allow for angular deflection and contraction and expansion.
- C. Couplings shall consist of malleable iron, ASTM Specification A47, Grade 32510 housing clamps in two or more parts, a single chlorinated butyl composition sealing gasket with a "C" shaped cross-section and internal sealing lips projecting diagonally inward, and two or more oval track head type bolts with hexagonal heavy nuts conforming to ASTM Specification A183 and A194 to assemble the housing clamps. Bolts and nuts shall be Series 300 stainless steel.
- D. Victaulic type couplings and fittings may be used in lieu of flanged joints. Pipes shall be radius grooved as specified for use with the Victaulic couplings. Flanged adapter connections at fittings, valves, and equipment shall be Victaulic Vic Flange Style 741, equal by Gustin-Bacon Group, Division of Certain-Teed Products, Kansas City, Kansas, or equal.

- E. Sleeve type couplings shall be used with all buried piping. The couplings shall be of steel and shall be Dresser Style 38, Smith Blair Style 413, Baker Allsteel, or equal. The coupling shall be provided with stainless steel bolts and nuts unless indicated otherwise.
- F. All couplings shall be furnished with the pipe stop removed.
- G. Couplings shall be provided with gaskets of a composition suitable for exposure to the liquid within the pipe.
- H. If the Contractor decides to use Victaulic couplings in lieu of flanged joints, he shall be responsible for supplying supports for the joints.

#### Diaphragm Seals

- A. Diaphragm seals shall be installed on pressure gauge connection to all lines to protect pressure switches used to monitor excessive pressures on pipe lines. The diaphragm shall be "thread attached" to both piping and pressure switches. Diaphragm seals shall be constructed of cadmium plated carbon steel, except for the lower housing which shall be specifically chosen according to the fluid pressure being monitored.
- B. Diaphragm seals shall have a flushing connection and be Type SB Mansfield and Green; No. 877 Trerice; Ashcroft; or equal.

#### Unions

Unions on ferrous pipe 2" in diameter and smaller shall be 150-pounds malleable iron, zinc-coated. Unions on water piping 2 " in diameter and larger shall be flange pattern, 125-pound class, zinc-coated. Gaskets for flanged unions shall be of the best quality fiber, plastic, or leather. Unions shall not be concealed in walls, ceilings, or partitions.

#### Mechanical Type Seals

Mechanical type seals shall consist of an adjustable modular bolted, synthetic rubber and plastic sealing element. The sealing element shall be Link-Seal LS-300-C as manufactured by Thunderline Corp., Inkster, Michigan or approved equal.

#### Hose End Faucets

Hose end faucets for potable water supply at submersible stations shall be Zurn Model Z-1385. Faucet shall be furnished with removable key and shall be lockable.

#### Pressure Gauges

- A. Each pressure gauge shall be direct mounted, cast aluminum case, with a 4 " diameter dial and furnished with a clear glass crystal window, 3/8" shut-off valve, and a bronze pressure snubber. Provide diaphragm seals between shut-off valve and pressure gauge on all sludge and lines with nonclear matter in suspension of solution. All gauges shall be weatherproofed. The face dial shall be white finished aluminum with jet black graduations and figures. The face dial shall indicate the units of pressure being measured (e.g., feet, inches, etc.) or be dual scale.
- B. Each pump discharge line shall be furnished with liquid filled gauges sized 0-100 psi.

## Installation

- A. All valves and appurtenances shall be installed in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the Owner before they are installed.
- B. Valves shall be carefully inspected, opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Valves, unless shown otherwise shall be set with their operator shaft vertically. Any valve that does not operate correctly shall be removed and replaced.
- C. Valve boxes shall be carefully centered over the operating nuts of the valves so as to permit a valve wrench or key to be fitted easily to the operating nut. Valve boxes shall be set to conform to the level of the finished surface and held in position by a ring of concrete placed under the support flange. The valve box shall not transmit surface loads to the pipe or valve. Care shall be taken to prevent earth and other material from entering the valve box. Any valve box which is out of alignment or whose top does not conform to the finished ground surface shall be dug out and reset.
- D. Before final acceptance of the work, all valve boxes shall be adjusted to finish grade. Valve operating risers shall be installed to ensure that the operating nut is 30-inches or less from the ground surface and to ensure that the valve box is true and aligned with the operating nut.
- E. After installation, all valves and appurtenances shall be tested at least 1 hour at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the Owner.
- F. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenant that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- G. Pipe for use with flexible couplings shall have plain ends.
- H. Buried flanged or mechanical joints shall be made with Series 300, stainless-steel bolts. All exposed bolts shall be made with Series 300 stainless-steel bolts.
- I. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.
- J. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8". Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6" from the end, and the middle ring shall be placed on the already laid pipe end until it is properly centered over the joint. The other pipe end shall be inserted into the



middle ring and brought to proper position in relation to the pipe already laid. The gaskets and followers shall then be pressed evenly and firmly into the middle ring flares. After the bolts have been inserted and all nuts have been made up finger-tight, diametrically opposite nuts shall be progressively and uniformly tightened all around the joint, preferably by use of a torque wrench of the appropriate size and torque for the bolts

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## Submittal Instructions

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**Information to Be Submitted:** All printed and electronic submittals must be received, as instructed on the first page of this RFP, prior to the opening date and time. Submittals must include and are requested to be organized as follows:

**ALL COPIES:**

- a. A history a description of the range of services offered by of the Proposer.
- b. Summaries or biographies of the required Proposer Staff that will be assigned to the County. Include name, background, special skills, number of years with the firm and years of experience. Identify the Proposer's representative assigned to manage the County's project.
- c. A list of projects with services such as those described within this RFP.
- d. References from the organizations your firm has provided the similar services for in the last five years. Please provide contact name, phone number, email address and project name.
- e. Printed Proposal Pricing Form **(no modification is allowed, to include an increase in decimal places for unit pricing).**
- f. Firm Information form
- g. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- h. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- i. Certification regarding lobbying
- j. Certification regarding debarment
- k. Sworn Statement Under the Florida Trench Safety Act
- l. County's Sample agreement with requested changes indicated, or statement that no changes are requested

**ELECTRONIC FILES** (sent directly or link provided to [purchasing@indianriver.gov](mailto:purchasing@indianriver.gov) prior to RFP opening date and time):

- a. Full pdf of entire submittal
- b. Completed Excel Proposal Pricing Form **(must match printed copies submitted. No modification is allowed, to include an increase in decimal places for unit pricing).**

There is no page limit, however, please consider the committee's limited time and the need for Proposals to be concise. Images of licenses and certifications are not desired. Please provide only information relevant to the requested services, and please double-side where possible. A single page cover letter may be included, but is not requested or required.

Proposals should not be marked "confidential", "trade secret" or the like. Any information submitted that is exempt from disclosure, in accordance with Florida Statute, MUST be submitted in a separately sealed envelope, and include the reference in statute that authorizes the County to withhold that specific information from public record requests. The County reserves the right to not consider Proposals containing excessive exempt material, at the County's sole interpretation. This includes submittals summarily marked as exempt, confidential, or the like.

**Method of Selection:** The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal

1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
  2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
  2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
  3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
  4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
  5. After interviews (if interviews are held in an RFP process), and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

**Criteria for Award:**

| <b>EVALUATION CRITERIA</b>                               | <b>EVALUATION POINTS MAXIMUM</b> |
|----------------------------------------------------------|----------------------------------|
| 1. Firm qualifications/capabilities and similar projects | 20                               |
| 2. Staff qualifications                                  | 20                               |
| 3. Similar Projects                                      | 15                               |
| 4. Price Proposal                                        | 25                               |
| 5. References                                            | 20                               |
| <b>TOTAL</b>                                             | <b>100</b>                       |

**Anticipated Timeline**

| <b>Event</b>                             | <b>Date</b>                |
|------------------------------------------|----------------------------|
| Advertise for Proposals                  | August 8, 2024             |
| Deadline for Questions                   | September 1, 2024          |
| Proposals Due before 2:00 p.m. on        | September 10, 2024         |
| Initial Selection Committee Meeting      | Week of September 23, 2024 |
| Interviews (if held)                     | Week of October 7, 2024    |
| Recommendation of Award presented to BCC | October 22, 2024           |
| Contract term commences                  | November 1, 2024           |

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## General Instructions

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**Cone of Silence.** Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

**Sealed Submittals and Envelope Markings:** All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Proposer's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

**Opening Location:** Responses must be received by the Purchasing Division at 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

**Public Record Exemption:** Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Proposer and will be filled out by the County.

**Indemnification:** The Proposer shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

**Public Access:** The Proposer shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Proposer shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Proposer shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Proposer shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or

public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

***Suspension and Debarment:*** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

***Scrutinized Companies Lists:*** The Proposer certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

***Non-Discrimination:*** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

***E-Verify:*** Proposer must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, Proposer, and subcontractors may not enter into a



contract unless each party to the contract registers with and uses the E-Verify system. Proposer is responsible for obtaining proof of E-Verify registration for all subcontractors in the form of an affidavit, as described in Section 448.095(5)(b) F.S. This requirement applies to any provider of services or goods.

**Local Preference:** Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

**Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting:** Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Proposers are further notified that the County's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

**Regulations:** It shall be the responsibility of the Proposer to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Interpretations:** All questions about the meaning or intent of the Request for Proposals are to be submitted to the Purchasing Division ([purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)) ten (10) or more days before the date fixed for opening of the RFP. Interpretations, modifications, responses, or clarifications considered necessary by County in reply to such questions will be issued by Addenda. Only questions answered or changes made by Addenda will be binding. Oral and other interpretations, modifications, or clarifications will be without legal effect. All such Addenda shall become part of the RFP documents.

**Applicable Law and Venue:** Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

**Prohibition Against Contingent Fees:** If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

**Right to Protest:** Any actual or prospective responding Proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the

Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Committee Meetings:** Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's web site ([https://indianriver.gov/services/management\\_budget/purchasing/index.php](https://indianriver.gov/services/management_budget/purchasing/index.php)). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

**Awards:** The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Proposer fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Proposer agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Insurance:**

The Proposer shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

**General Liability**

Each Occurrence \$1,000,000  
 Fire Damage-any one fire \$50,000  
 Medical Expenses-any one person \$5,000  
 Personal and Advertising Injury \$500,000  
 General Aggregate \$2,000,000  
 Combined Single Limit \$1,000,000

**Automobile Liability – Combined Single Limit \$500,000**

**Worker's Compensation** as required by the State of Florida

Each accident \$1,000,000  
 Each Disease – Each employee \$1,000,000  
 Each disease – policy limit \$1,000,000

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

***Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.***

**FIRM INFORMATION**

Communications concerning this proposal shall be addressed to:

|                      |  |              |                                          |
|----------------------|--|--------------|------------------------------------------|
| <b>Company Name</b>  |  |              |                                          |
| <b>Tax ID Number</b> |  | <b>W-9</b>   | <b>Attached</b> <input type="checkbox"/> |
| <b>Contact Name</b>  |  | <b>Phone</b> |                                          |
| <b>Title</b>         |  | <b>Email</b> |                                          |
| <b>Address</b>       |  |              |                                          |
|                      |  |              |                                          |
|                      |  |              |                                          |

The following addenda are hereby acknowledged:

| Addendum Number | Date  |
|-----------------|-------|
| _____           | _____ |
| _____           | _____ |
| _____           | _____ |
| _____           | _____ |

- 1. How many years has your organization been providing these services? \_\_\_\_\_
- 2. List State of Florida Registration Number(s): \_\_\_\_\_
- 3. Date Registered with e-Verify.gov: \_\_\_\_\_ Certificate # \_\_\_\_\_
- 4. List all ligation cases during the past three (3) years in which the Contractor has been a named party.  
Use additional sheets, as necessary.

| Year filed | Case number | Venue | Description |
|------------|-------------|-------|-------------|
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |

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## SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

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THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2025005  
for Indian River County Department of Utility Services Labor Contract

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the



entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

| Name of Affiliate<br>or entity | Name of County Commissioner<br>or employee | Relationship |
|--------------------------------|--------------------------------------------|--------------|
| _____                          | _____                                      | _____        |
| _____                          | _____                                      | _____        |
| _____                          | _____                                      | _____        |

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of  
Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

☐ who is personally known to me or ☐ who has produced  
\_\_\_\_\_ as identification.

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## CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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(This form **MUST** be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**CERTIFICATION REGARDING LOBBYING**

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## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Proposer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Proposer's Authorized Official

\_\_\_\_\_  
Date

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## Sworn Statement Under the Florida Trench Safety Act

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**THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.**

1. This Sworn Statement is submitted with RFP 2025005 for Utility Services Labor Contract.

2. This Sworn Statement is submitted by \_\_\_\_\_,  
(Legal Name of Entity Submitting Sworn Statement)  
 hereinafter "PROPOSER". The PROPOSER's address is  
 \_\_\_\_\_.

PROPOSER's Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

3. My name is \_\_\_\_\_ and my relationship to the PROPOSER  
(Print Name of Individual Signing)  
 is \_\_\_\_\_.  
(Position or Title)

I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the PROPOSER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et.seq. Florida Statutes, and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the PROPOSER. Such reference will not be checked by Owner or its representatives, and they shall have no responsibility to review or check the PROPOSER's compliance with the Trench Safety Standards.

5. The PROPOSER assures the Owner that it will comply with the applicable Trench Safety Standards.

6. The PROPOSER has allocated and included in its price proposal the amount of \$\_\_\_\_\_, per linear foot of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the PROPOSER. Such methods will not be checked by the Owner for accuracy, completeness, or any other purpose. The Owner and its authorized representatives shall have no responsibility to review or check the PROPOSER's compliance with the Trench Safety Standards.

7. The PROPOSER has allocated and included in its price proposal the amount of \$\_\_\_\_\_ per square foot of shoring, to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the PROPOSER. Such methods will not be checked by the Owner for accuracy, completeness or any other purpose. The Owner and its representatives shall have no responsibility to review or check the PROPOSER's compliance with the Trench Safety Standards.

8. The PROPOSER will obtain and consider any available and/or necessary geotechnical information for each related task, to establish sufficient knowledge of each task's surface and subsurface site conditions and characteristics to assure PROPOSER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

PROPOSER: \_\_\_\_\_

By: \_\_\_\_\_

Position or Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

\_\_\_\_\_  
(name of person making statement).

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

☐ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Administration

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**ITEM #8:** Approve Geographic Information System Services – Piggyback – All Departments (FY 2025 Budget Funded – All Funds) with revised Fiscal Impact Statement.

**SUMMARY:** On October 10, 2024, Council Meeting Resolution No. 2024-52 was approved for Geographic Information System (GIS) services with Florida Technical Consultant, LLC's pricing by piggybacking the Town of Jupiter Island's contract. The portion of the funding assigned (\$10,000) to the Stormwater Fund was not identified in the Fiscal Impact Statement as part of the original agenda item. While the funding is contained in the FY 2025 Budget, this information is for public record.

**FISCAL IMPACT:**

Original funding approval was \$144,000 on October 10, 2024. Funding to support services under the current agreement is available within the FY 2025 Budget and shall not exceed the appropriated fund balance. A budget amendment or internal budget transfer will be requested at a later date if needed for additional services.

**ATTACHMENTS:**

None



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Police Department

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**ITEM #9:** Amendment to Piggyback Agreement - Emergency Vehicle Equipment - Police Department  
Shyft Group Upfit Services Inc./ Strobes-R-Us

**SUMMARY:** On November 14, 2024, the Village Council approved the continuation of the piggyback agreement with the Broward County Sheriff's Office contract awarded to Strobes-R-Us. This agreement will allow the Village to purchase and install equipment for our newly acquired vehicles, which is essential to support the public safety services and activities provided by our Police Officers.

Through this Broward County Sheriff's Office bid, the Police Department secured a total price of \$122,961.68 for the necessary emergency equipment and lighting to outfit thirteen (13) vehicles, specifically:

- Eight (8) marked 2025 patrol vehicles at a cost of \$99,869.76
- Five (5) unmarked 2025 vehicles at a cost of \$23,091.92

Initially, the piggyback agreement had a limit of \$75,000. Therefore, an amendment is required to increase this limit to \$122,961.68 to proceed with the piggyback agreement.

The Village will ensure that spending does not exceed the amount allocated in the approved budget, which may be adopted or amended each year for these goods and services over the term of this contract.

According to the Village's Purchasing Code, Section 58-9 – Accessing Contracts of Other Government Agencies, the Village may award contracts by piggybacking or accessing goods and/or services from any State of Florida contract, contracts from any Florida political subdivision, or from any other governmental entity (excluding the Federal government), provided that the bids were competitive for the same or substantially similar goods and services.

### **FISCAL IMPACT:**

Funds to support this proposed purchase are available within the FY 2025 Budget - General Fund  
Allocated/Estimated Project Funding: Amount FY 2025 Approved Budget - Vehicles - General Fund

\$726,000 FY 2025. The total vehicle equipment costs will be \$122,961.68 for the purchase of emergency safety/lighting equipment for thirteen (13) vehicles: eight (8) marked and five (5) unmarked vehicles. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

**ATTACHMENTS:**

1. Resolution No. 2025-13 - Amendment to the Strobes R Us
2. BSO - Shyft Group Contract\_Exp 06-08-2026
3. Shyft Group Piggyback Agreement 2024-2026
4. First Amendment to Agreement for Emergency Equipment for Vehicles
5. Strobes 2025 Ford Police Interceptor Quote
6. Strobes 2025 Chevrolet Equinox Quote
7. Strobes 2025 Ford Explorer Quote
8. Strobes 2025 Ford Maverick Quote
9. Strobes 2025 Nissan Altima Quote

## **RESOLUTION NO. 2025-13**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE AN AMENDMENT TO THE PIGGYBACK AGREEMENT WITH STROBES-R-US TO PURCHASE EMERGENCY VEHICLE EQUIPMENT FOR INSTALLATION ON EIGHT (8) MARKED AND FIVE (5) UNMARKED 2025 PATROL VEHICLES FOR THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, initially the Village Council approved a Piggyback Agreement with Strobes-R-U's on November 14, 2024 for an amount not to exceed \$75,000; however, an amendment is required to increase this limit to \$122,961.68 to proceed with the piggyback agreement; and

**WHEREAS**, the Village Staff must purchase emergency vehicle equipment for eight (8) marked and five (5) unmarked 2025 emergency vehicles for the Police Department; and

**WHEREAS**, Village Staff has determined that a piggyback agreement contract awarded to Strobes-R-U's using the Broward Sheriff's Office (RLI #23004AP - Emergency Equipment for Vehicles) contains all terms, conditions and pricing to meet the Village's needs; and

**WHEREAS**, the Village's Purchasing Code, Section 58-9 allows Access to Contracts of Other Government Agencies, the Village may award contracts by piggybacking or accessing goods and/or services from any Florida political subdivision, or from any other governmental entity (excluding the Federal Government), provided that the bids were competitive for the same or substantially similar goods and services; and

**WHEREAS**, it has been determined that it is in the best and most efficient interests of the Village to obtain provisions for emergency vehicle equipment and supplies to service the Village's police fleet of vehicles, meet the Village standards from Strobes-R-U's, and have made a recommendation of same to the Village Council.

**NOW, THEREFORE, BE RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

Resolution No. 2025-13 – Amendment to the Piggyback Agreement with Strobes-R-Us

**Section 1.** Based upon review of the proposal attached hereto and incorporated herein as **Exhibit “A”**, the Village Council hereby authorizes the execution of a piggyback agreement with Strobes-R-Us, based on Broward Sherriff’s Office (RLI #23004AP - Emergency Equipment for Vehicles) for eight (8) marked and five (5) unmarked 2025 emergency vehicles for the Police Department in the amount not to exceed \$122,961.68.

**Section 2.** The Mayor and Village Clerk are hereby authorized to execute any and all documents necessary to complete the Piggyback Agreement of this contract, and the Village Clerk to deliver an executed contract to Strobes-R-Us, 2681 Hammondville Road, Pompano Beach, FL 33069.

**Section 3.** This Resolution shall be effective immediately upon its adoption. Council Member \_\_\_\_\_ offered the foregoing Resolution. Council Member \_\_\_\_\_ seconded the Motion, and upon being put to a vote, the vote was as follows:

|                               | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|-------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KIM SCHMITZ, MAYOR PRO TEM    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Mayor thereupon declared the Resolution duly passed and adopted this 13<sup>th</sup> day of FEBRUARY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY WYNN, VILLAGE CLERK



Resolution No. 2025-13 – Amendment to the Piggyback Agreement with Strobes-R-Us

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
CHRISTY GODDEAU, VILLAGE ATTORNEY

**AGREEMENT**  
**BY AND BETWEEN**  
**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**  
**AND**  
**THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US**  
**FOR EMERGENCY EQUIPMENT FOR VEHICLES**  
**FOR BROWARD SHERIFF'S OFFICE**

THIS AGREEMENT is entered into this 5<sup>th</sup> day of June, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA with a principal place of business located at 2601 West Broward Boulevard, Fort Lauderdale, Florida 33312 (hereinafter referred to as "BSO") and **THE SHYFT GROUP UPFIT SERVICES, INC.**, doing business as **Strobes-R-U's**, a foreign for profit corporation eligible to conduct business in Florida with its principal place of business located at 41280 Bridge Street, Novi, Michigan 48375 (hereinafter referred to as "CONTRACTOR").

**W I T N E S S E T H:**

**WHEREAS**, BSO issued RLI #23004AP - Emergency Equipment for Vehicles (attached hereto and marked as Exhibit A), requesting letter of interest, and statement of qualifications and experiences for Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

**WHEREAS**, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

**WHEREAS**, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

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

**SECTION I**  
**DEFINITIONS**

Where the following terms occur herein, the intent and meaning shall be as follows:

- 1.1 **Agreement** means this document and the exhibits attached hereto.
- 1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.
- 1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise

performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator relative to this Agreement is as follows:

| <b>BSO Contract Administrator:</b>                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Scott Barnett<br>Fleet Manager<br>Broward Sheriff's Office<br>2601 West Broward Boulevard<br>Fort Lauderdale, FL 33312<br><i>Telephone: (954) 497-1440</i><br><i>Email: Scott_Barnett@Sheriff.org</i> |

- 1.5 **Contractor** shall mean THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US and its successors and assigns.
- 1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.
- 1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

## **SECTION II** **TERM**

- 2.1 The initial term of this Agreement shall be three (3) years commencing on **June 9, 2023** and expiring on **June 8, 2026**, unless otherwise extended or terminated in accordance with the terms of this Agreement.
- 2.2 BSO shall have the right to renew this Agreement at its sole discretion for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

## **SECTION III** **OBJECTIVES AND PERFORMANCE STANDARDS**

3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:

- a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;
- b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;
- c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;
- d. Provide the best value in terms of the quality and timely performance of Services;
- e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;
- f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;
- g. Maintain open communication with BSO's Contract Administrator and staff;
- h. Establish and/or maintain a safety program that meets the highest industry standards;
- i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;
- j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;
- k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;
- l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.

3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.

- 3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.
- 3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.

#### **SECTION IV** **NON-EXCLUSIVE AGREEMENT**

- 4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.
- 4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.
- 4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. *Additionally, in such cases of Piggybacking, BSO's service orders shall take first precedence to all other governmental entities service order(s).*



## **SECTION V**

### **SCOPE OF SERVICES**

5.1 **NORMAL HOURS OF OPERATION:** CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.

5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

**SAE International;**

**NFPA (National Fire Protection Association);**

**UL (Underwriters Laboratories Inc.);**

**OSHA 1910.95 "Permissible Noise Exposure"; and**

**Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.**

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:

- a. **Estimate Requirements:** All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).
- b. **Supplements:** Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original

estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.

- c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.
- d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any installations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.
- e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.
- f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.
- g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporarily cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the

same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.

- h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.
- i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16<sup>th</sup> Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27<sup>th</sup> Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).
- j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.
- k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to supplant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

#### 5.4 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars (\$50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents,

employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

## **SECTION VI** **CONSIDERATION/INVOICING**

### **6.1 CONSIDERATION**

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant is Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacture of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

### **6.2 MONTHLY INVOICE**

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

- a. BSO purchase order number
- b. The date of the report
- c. Cost of labor
- d. Cost of subcontractor services
- e. Number of Cost of supplements
- f. Contract serial number
- g. BSO vehicle identification number
- h. Vehicle identification number
- i. Total number of reworks
- j. Total labor rates with labor hours



- k. Work order number
- l. Description of work performed and reason for repair
- m. Detail itemized parts listing and pricing and serial numbers of parts
- n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

### 6.3 END OF YEAR INVOICE:

CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10<sup>th</sup> of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10<sup>th</sup> date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

### 6.4 EXPENSES.

Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

## **SECTION VII** **TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES**

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

## **SECTION VIII** **HIDDEN DAMAGE OR CONDITIONS**

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

## **SECTION IX** **REWORK**

- 9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.
- 9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.
- 9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

## **SECTION X** **LIABILITY/INDEMNIFICATION**

- 10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.
- 10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.
- 10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

- 10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
- 10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.
- 10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees', agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

#### **SECTION XI**

#### **DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES**

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

- a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
- b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
- c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

#### **SECTION XII**

#### **CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY**

- 12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.
- 12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.

- 12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.
- 12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.
- 12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

### **SECTION XIII** **CONTRACTOR'S FACILITY(IES)**

- 13.1 **LOCATION OF SERVICE**  
CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida or at CONTRACTOR's Jupiter, Florida location as needed. For any and all work to be completed outside of Broward County, Florida, CONTRACTOR shall tow SHERIFF's vehicle(s) to CONTRACTOR's facility at its own expense on a flatbed truck. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.
- 13.2 **FACILITY COMPLIANCE**  
CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.
- 13.3 **FACILITY SAFETY & SECURITY**

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

#### **SECTION XIV** **EQUIPMENT, TOOLS, AND FURNITURE**

- 14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.
- 14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

#### **SECTION XV** **PERMITS, TAXES, AND LICENSES**

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

#### **SECTION XVI** **INSURANCE**

- 16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.
- 16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and



commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.

- 16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- 16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- 16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:
  - a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease.
  - b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
  - c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars (\$1,000,000).

- d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.
- e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars (\$2,000,000.00) and to include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than \$2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.
- f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of \$100,000 per vehicle. Coverage shall include both the unit being towed and its contents.
- f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

- 16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.
- 16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office

Attn.: Contract/Lease Manager  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office  
Attn: Director of Risk Management  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

- 16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.
- 16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.
- 16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

## **SECTION XVII**

### **WASTE & DISPOSAL OF PARTS**

- 17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.

- 17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

### **SECTION XVIII** **INSPECTION OF WORK**

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

### **SECTION XIX** **WARRANTY**

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

- a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;
- b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;
- c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and
- d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

### **SECTION XX** **REPORTING / RECORDS**

- 20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).
- 20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.
- 20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.
- 20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.
- 20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.
- 20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.



BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

- 20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:
- (a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.
  - (b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.
  - (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 BSO.
  - (d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO 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.
  - (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon

request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

**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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin.Foley@sheriff.org](mailto:Erin.Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

#### **SECTION XXI** **MEETINGS**

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

#### **SECTION XXII** **ANNUAL PERFORMANCE REPORT**

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

#### **SECTION XXIII** **INDEPENDENT CONTRACTOR**

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

#### **SECTION XXIV** **SUBCONTRACTING**

24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.

- 24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

## **SECTION XXV** **TERMINATION**

- 25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.
- 25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- 25.4. Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:
- a) CONTRACTOR'S violation of the Public Records Act;
  - b) The insolvency, bankruptcy or receivership of CONTRACTOR;
  - c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
  - d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
  - e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.
- 25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
- 25.6. Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

## **SECTION XXVI** **WAIVER**

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

#### **SECTION XXVII** **SURVIVORSHIP OF BENEFITS**

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

#### **SECTION XXVIII** **ENTIRE AGREEMENT**

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

#### **SECTION XXIX** **SEVERABILITY**

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

#### **SECTION XXX** **CIVIL RIGHTS REQUIREMENTS**

- 30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.
- 30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.
- 30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors,

transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

### **SECTION XXXI** **CONFIDENTIALITY**

- 31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.
- 31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:
- a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
  - b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
  - c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
  - d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
  - e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.



31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

**SECTION XXXII**  
**PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it 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 engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

**SECTION XXXIII**  
**DRUG-FREE WORKPLACE**

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

**SECTION XXXIV**  
**ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

**SECTION XXXV**  
**NOTICE**

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

**To BSO:**

Colonel Oscar Llerena  
Department of Administration  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312

**With copy to:**

General Counsel Terrence Lynch  
Office of the General Counsel  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312

**To CONTRACTOR:**

Tomer Hanina  
The Shyft Group Upfit Services, Inc.  
d/b/a Strobes-R-Us  
2681 Hammondville Road  
Pompano Beach, FL 33069  
Telephone: (954) 946-9955  
Email: Sales@SRUs.com

**SECTION XXXVI**  
**AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA**

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

**SECTION XXXVII**  
**MISCELLANEOUS**

- 37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.
- 37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
- 37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
- 37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or

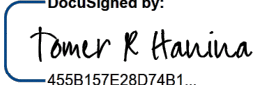
Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

- 37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**  
**[SIGNATURE PAGE TO FOLLOW.]**

**AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.**

**CONTRACTOR: THE SHYFT GROUP UPFIT SERVICES, INC., d/b/a STROBES-R-US**

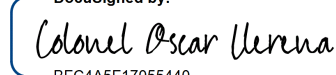
DocuSigned by:  
  
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Authorized Representative's Signature

Date: 6/2/2023 | 10:58 AM EDT

Tomer R Hanina  
Print Name/Title  
35-2646349  
FEIN: \_\_\_\_\_

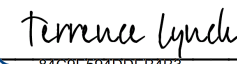
**BROWARD SHERIFF'S OFFICE**

**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

DocuSigned by:  
  
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By: \_\_\_\_\_  
Colonel Oscar Llerena, Executive Director  
Department of Administration

Date: 6/5/2023 | 15:36 PM EDT

DS  
kSM  
Approved as to form and legal sufficiency subject,  
to execution by the parties:

DocuSigned by:  
  
84C9E594DDEB4B3...  
By: \_\_\_\_\_  
General Counsel Terrence Lynch  
Executive Director  
Office of the General Counsel



**Broward Sheriff's Office**  
**2601 W. Broward Blvd. Ft. Lauderdale, FL 33312**



**RLI # 23004AP**  
**Emergency Equipment for Vehicles for Broward Sheriff's Office**

**Ann Potter**

## Solicitation 23004AP

### Emergency Equipment for Vehicles for Broward Sheriff's Office

Solicitation Number **23004AP**  
Solicitation Title **Emergency Equipment for Vehicles for Broward Sheriff's Office**

Solicitation Start Date **Mar 2, 2023 5:20:45 PM EST**  
Solicitation End Date **Apr 4, 2023 3:00:00 PM EDT**  
Question & Answer End Date **Mar 17, 2023 3:00:00 PM EDT**

Solicitation Contact **Ann Potter**  
**Ann\_Potter@sheriff.org**

Solicitation Contact **Jason L Spaide**  
**Jason\_Spaide@sheriff.org**

Solicitation Contact **Samentha Morales**  
**Samentha\_Morales@sheriff.org**

Contract Duration **3 years**  
Contract Renewal **2 annual renewals**  
Prices Good for **120 days**

Solicitation Comments  
**THE BROWARD SHERIFF'S OFFICE (BSO), WILL RECEIVE FORMAL LETTERS OF INTEREST, AND STATEMENTS OF QUALIFICATIONS AND EXPERIENCES, FOR "EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE".**

**PLEASE READ THE REQUEST FOR LETTER OF INTEREST (RLI) CAREFULLY, AND INCLUDE IN YOUR PROPOSAL ALL INFORMATION, FORMS AND DOCUMENTS REQUESTED. ANY PROPOSER THAT HAS QUESTIONS ON HOW TO UPLOAD DOCUMENTS INTO PERISCOPE/BIDSYNC SHOULD CONTACT PERISCOPE/BIDSYNC'S CUSTOMER SUPPORT LINE AT 1-800-990-9339.**

**RESPONSES TO THIS SOLICITATION WILL BE ACCEPTED UNTIL THE TIME AND DATE INDICATED IN THE SOLICITATION AND WILL BE ACCEPTED THROUGH PERISCOPE/BIDSYNC ONLY. PROPOSALS SUBMITTED BY E-MAIL, FAX, ETC, WILL NOT BE ACCEPTED.**

**Attachment "A" Alternative or Equivalent Bundled Product Price Sheet and Attachment "B" Proposer's Current and Past Contracts over the last 8 years must be downloaded and completed. Once completed it must be uploaded to Periscope/Bidsync with your response.**

#### Item Response Form

Item **23004AP--01-01 - COMMUNITY SERVICE AIDE (SUV)BUILD SHEET**  
Quantity **100 each**

Unit Price

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty** 100**Description**

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

COMMUNITY SERVICE AIDE (SUV)CHEVY EQUINOX, FORD ESCAPE OR SIMILAR Build Sheet must include the following: (Pricing must include price for all parts and labor)

|    |                |                                                                                                                                                                                                                                                                                                                                                                                    |
|----|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1X | HHS4200        | WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION                                                                                                                                                                                                                                                                                                                     |
| 1X | IW8AR          | FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP<br>BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED<br>PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND<br>ARROWS. CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS<br>RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES. |
| 1X | SA315P + SAK   | WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET                                                                                                                                                                                                                                                                                                                         |
| 1X | 185080F        | BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER                                                                                                                                                                                                                                                                                                                  |
| 2X | HERO-A         | HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS<br>WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                                                                                                                                         |
| 2X | HERO-W         | HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS<br>WITHOUT DRILLING HOES IN HOUSINGS                                                                                                                                                                                                                                                                         |
| 4X | HERO-ADAPTER   | HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO<br>HOLES DRILLED                                                                                                                                                                                                                                                                                                  |
| 1X | COMMANDERPLUS6 | SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODS<br>CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS.<br>PODS HAVE 6 DIODES IN EACH MODULE                                                                                                                                                                                                             |
| 2X | L-3            | L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE                                                                                                                                                                                                                                                                                                                     |
| 1X | 14.0553        | SHO-ME BRAND 3 OUTLET CIGAR PLUG                                                                                                                                                                                                                                                                                                                                                   |
| 1X | PKG-PSM-3013   | HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE                                                                                                                                                                                                                                                                                                                                 |
| 1X | UT-1006        | HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD<br>AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES                                                                                                                                                                                                                                                         |
| 1X | C-PM-1001      | HAVIS PENTAX POCKETJET PRINTER HOLDER                                                                                                                                                                                                                                                                                                                                              |
| 1X | MZL-26         | AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS                                                                                                                                                                                                                                                                                                                                 |
| 1X | TINT-SUV       | 3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV                                                                                                                                                                                                                                                                                                                             |
| 1X | TINT-STRIP     | 3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW                                                                                                                                                                                                                                                                                                                      |
| 1X | INSTALLATION   | INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER<br>FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN<br>4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.                                                                                                                                                        |

Item

**23004AP--01-02 - MARKED PATROL CHEVY SILVERADO BUILD SHEET**

Quantity

**200 each**

Unit Price

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty** 200**Description**

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY SILVERADO BUILD SHEET setup must include the following:

|    |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1X | EB2-STT-BB          | WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG<br>PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN<br>STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN<br>WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR<br>PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.                                                                                                   |
| 1X | C399 + CCTL7        | WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1X | C399K9              | INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC                                                                                                                                                                                                                                                                                                                                                                                              |
| 1X | CEXAMP              | DUAL TONE SIREN AMP MODULE FOR SIREN                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1X | CV2V                | VEHICLE TO VEHICLE SYNC MODULE                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 2X | SA315P +SAK         | WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2X | ULB9LDC-RBWV        | SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS                                                                                                                                                                                                                                                                                                                                                                                                |
| 1X | 185080F             | BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER                                                                                                                                                                                                                                                                                                                                                                                                |
| 2X | HERO-A              | HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS<br>WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                                                                                                                                                                                                                              |
| 2X | 358118481           | HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN<br>INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE                                                                                                                                                                                                                                                                                                                                          |
| 2X | HERO-W              | HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS<br>WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                                                                                                                                                                                                                                |
| 1X | COMMANDERPLUS6      | SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS<br>CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS.<br>PODS HAVE 6 DIODES IN EACH MODULE                                                                                                                                                                                                                                                                                            |
| 1X | 5176T-6SR           | TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO<br>MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE<br>WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING                                                                                                                                                                                                                                                   |
| 2X | 12D-RBW             | PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY<br>WARNING AND STEADY BURN WHITE FOR SIDE SCENE                                                                                                                                                                                                                                                                                                                                       |
| 1X | 352-01              | TUFFY BRAND UNDERBENCH LOCKBOX                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1X | C-VSW-1900-SIOLV-PM | HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1X | C-ARM-102           | HAVIS SIDE MOUNT ARM REST                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1X | C-MD-112            | TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1X | C-HDM-214           | VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1X | UT-1006             | PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND<br>TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES                                                                                                                                                                                                                                                                                                                                   |
| 1X | CUP2-1001           | HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1X | C-AP-0945-L         | LOCKING CUBBY FOR CONSOLE                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1X | C-FP                | COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL<br>CONSOLE. HAVIS.                                                                                                                                                                                                                                                                                                                                                                             |
| 1X | MZL-26SR            | AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN<br>ALL CONSOLE RELATED ACCESSORIES                                                                                                                                                                                                                                                                                                                                                    |
| 1X | ERUN-STRIP-RBW      | 60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES<br>RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN<br>ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE                                                                                                                                                                                                                                                 |
| 1X | PRPSP55412SIL19A    | PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES<br>CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS<br>KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT                                                                                                                                                                                                                                                                              |
| 1X | WB54NPSIL19         | PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1X | SC-920-VERTICAL     | SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON<br>MOUNTS VERTICALLY BETWEEN SEATS                                                                                                                                                                                                                                                                                                                                                                |
| 2X | LL2500              | 25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR<br>USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA                                                                                                                                                                                                                                                                                                                         |
| 1X | 4421 + 44214        | METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT<br>ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK<br>LIGHTS                                                                                                                                                                                                                                                                                                              |
| 1X | 16518177 +80 +78    | CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE<br>GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED<br>FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY<br>EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.                                                                                                                                                                   |
| 1X | TINT-2DOOR          | 3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1X | INSTALLATION        | INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER<br>FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR<br>WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR<br>WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL<br>VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN<br>WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM. |

CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60" STRIP LOCATED UNDER THE REAR TAILGATE.

Item **23004AP--01-03 - MARKED PATROL CHEVY TAHOE BUILD SHEET**

Quantity **250 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 250**

#### Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

MARKED PATROL CHEVY TAHOE BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include all parts and labor

|     |                 |                                                                                                                                                                                                                                                                                                                                                                |
|-----|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1X | EB2-STT-BB      | WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55" LONG<br>PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN<br>STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN<br>WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR<br>PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION. |
| 1X  | C399 + CCTL7    | WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD                                                                                                                                                                                                                                                                                                         |
| 1X  | C399K6          | INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC                                                                                                                                                                                                                                                                                           |
| 1X  | CEXAMP          | DUAL TONE SIREN AMP MODULE FOR SIREN                                                                                                                                                                                                                                                                                                                           |
| 1X  | CV2V            | VEHICLE TO VEHICLE SYNC MODULE                                                                                                                                                                                                                                                                                                                                 |
| 2X  | SA315P +SAK     | WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET                                                                                                                                                                                                                                                                                                           |
| 2X  | ULB9LDC-RBWW    | SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS                                                                                                                                                                                                                                                                                              |
| 1X  | 185080F         | BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER                                                                                                                                                                                                                                                                                              |
| 2X  | HERO-A          | HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS<br>WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                                                                                                                                   |
| 1X  | COMMANDERPLUS6  | SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS<br>CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS.<br>PODS HAVE 6 DIODES IN EACH MODULE                                                                                                                                                                                          |
| 1X  | COMMANDERPLUS8  | SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS<br>CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS.<br>PODS HAVE 6 DIODES IN EACH MODULE                                                                                                                                                                                      |
| 2X  | L-3             | L BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE                                                                                                                                                                                                                                                                                                      |
| 1X  | 5168T-6SR       | TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO<br>MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE<br>WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING                                                                                                                                                 |
| 2X  | 12D-RBW         | PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY<br>WARNING AND STEADY BURN WHITE FOR SIDE SCENE                                                                                                                                                                                                                                     |
| 1X  | M844282-A       | MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR<br>CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON                                                                                                                                                                                                                            |
| 1X  | 7126-7611       | BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH<br>INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT<br>LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES<br>TO DETER PRYING OF THE DRAWER.                                                                                       |
| 1X  | SBX-5012        | HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM<br>BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS                                                                                                                                                                                                                       |
| 1X  | VSW-1005-TAH-PM | HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT                                                                                                                                                                                                                                                                                                         |
| 1X  | C-ARM-102       | HAVIS SIDE MOUNT ARM REST                                                                                                                                                                                                                                                                                                                                      |
| 1X  | C-MD-112        | TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER                                                                                                                                                                                                                                                                                                       |
| 1X  | C-HDM-214       | VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND                                                                                                                                                                                                                                                                                                                |
| 1X  | UT-1006         | PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND<br>TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES                                                                                                                                                                                                                                 |
| 1X  | CUP2-1001       | HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS                                                                                                                                                                                                                                                                                                         |

|    |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1X | C-FP            | COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 1X | MZL-26SR        | AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1X | PRPSP5714T21A   | PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT                                                                                                                                                                                                                                                                                                                                                                                              |
| 1X | S5702T21        | REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1X | WB57NPT21       | PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1X | SC-920-VERTICAL | SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1X | 16518177 +80    | +78 CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.                                                                                                                                                                                                                                                                                  |
| 1X | TINT-2DOOR      | 3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 1X | INSTALLATION    | INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOFF ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW. |

Item **23004AP--01-04 - UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty** 100

#### Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET TO INCLUDE THE FOLLOWING: Pricing must include parts and labor

|    |                |                                                                                                                                                                 |
|----|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1X | HHS4200        | WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION                                                                                                  |
| 1X | ISFW54X-RBW    | WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE                          |
| 2X | ULB9LDC-RBWW   | SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED                                  |
| 1X | SA315P + SAK   | WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRCKET                                                                                                      |
| 1X | 185050F        | BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER                                                                                               |
| 4X | HERO-A         | HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING                                                         |
| 2X | HERO-21        | HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE                                                                                                             |
| 4X | HERO-ADAPTER   | HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED                                                                                  |
| 1X | COMMANERPLUS6  | SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE |
| 1X | COMMANDERPLUS8 | SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE |
| 4X | L-3            | L BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE                                                                                                  |
| 2X | TCRWX5 + TCRB  | TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY                                                                                           |



|    |              |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |              | TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS                                                                                                                                                                                                                                                                                                              |
| 1X | M844282-A    | MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON                                                                                                                                                                                                                                                                                                 |
| 1X | 7126-7611    | BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER.                                                                                                                                                                  |
| 1X | SBX-5012     | HAVIS BRAND BOX STAND. STAND CLOSSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS                                                                                                                                                                                                                                                                                           |
| 1X | TINT-SUV     | 3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS                                                                                                                                                                                                                                                                                                                                                                     |
| 1X | TINT-STRIP   | 3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW                                                                                                                                                                                                                                                                                                                                                                    |
| 1X | INSTALLATION | INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED'S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED'S, AND INNER EDGE |

Item **23004AP--01-05 - UNDERCOVER CHEVY SEDAN/SMALL SUV BASIC BUILD SHEET**

Quantity **100 each**

Unit Price

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 100**

#### Description

Quantities are estimated for the year. Quantities are not guaranteed.

If Proposing an alternative or equivalent bundle, Proposers must complete Attachment A Alternative or Equivalent Bundled Product Price Sheet.

UNDERCOVER CHEVY SEDAN/SMALL BASIC BUILD SHEET TO INCLUDE CHEVY MALIBU, TOYOTA CAMRY, NISSAN ALTIMA OR SIMILAR.

|    |                |                                                                                                                                 |                                                                      |
|----|----------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 1X | HS4200         | WHELEN HAND HELD SIREN PROGRAMMABLE                                                                                             | SYSTEM WITH WE CAN EXANSION                                          |
| 2X | ULB9LDC-RBWW   | SVP DUO DUAL DASH LIGHT R/B WITH WHITE SHROUD AND MOUNTS TO VEHICLE WITH NO                                                     | OVERRIDE. INCLUDES FLASH BACK HOLES DRILLED IN HEADLINER             |
| 1X | SA315P + SAK   | WHELEN 100 WATT SIREN SPEAKER WITH                                                                                              | VEHICLE SPECIFIC BRCKET                                              |
| 1X | 185050F        | BUSSMAN BRAND MANUAL RESET MARINE GRADE                                                                                         | WATERPROOF 50 AMP BREAKER                                            |
| 4X | VTX609J        | RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS                                                                                      |                                                                      |
| 1X | COMMANDERPLUS6 | SVP BRAND 6 POD WARNING STICK CAPABLE OF CRUISE LIGHT MODE AND WARNING PODS HAVE 6 DIODES IN EACH                               | CONFIGURED WITH 4 BLUE AND 2 RED PODS MODE AND ARROWS.               |
| 2X | 12D-RB-W       | STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE AND STEADY BURN WHITE FOR TAKEDOWN MODE.                                          | OF FLSHING RED AND BLUE 12 DIODES                                    |
| 2X | 4X-LB          | L BRACKET FOR MOUNTING GRILL LIGHTS                                                                                             |                                                                      |
| 2X | L-3            | L BRACKET FOR MOUNTING COMMANDER STICK IN                                                                                       | REAR DECK FO VEHICLE                                                 |
| 1X | 7126-7530      | BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP INCLUDES GAS SPRING TO HOLD OPEN LID. 3 COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION | TOP LID. 14W BY 37D BY 10H MEDECO HIGH SECURITY RESTRICTED           |
| 1X | CABLELOCK      | KIT CONSITING OF 5/8" CABLE LOCK 5' LONG AND TO REAR OF LOCK BOX                                                                | HEAVY DUTY "D"RING MOUNTED                                           |
| 1X | TINT-SEDAN     | 3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE                                                                                     | SEDAN. ALL WINDOWS                                                   |
| 1X | TINT-STRIP     | 3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR                                                                                      | UPPER FRONT WINDOW                                                   |
| 1X | INSTALLATION   | INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST FOR HANDSFREE OPERATION OF SIREN. GRILL TAKEDOWN BUTTON STEADY BURNS THE FRONT     | HAVE HORN PAD TRANSFER LIGHTS MUST BE SMOKED. WINDOW LED'S IN WHITE. |

SCENE BUTTON STEADY BURNS BOTH THE FRONT  
AS WELL AS THE GRILL LIGHTS IN WHITE.

WINDOW LED'S IN WHITE

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|                   |                                                                              |
|-------------------|------------------------------------------------------------------------------|
| Item              | <b>23004AP--01-06 - WHELEN ENGINEERING</b>                                   |
| Quantity          | <b>1 each</b>                                                                |
| Percentage        | <input type="text"/>                                                         |
| Delivery Location | <b>Broward Sheriff's Office</b>                                              |
|                   | <u>Fleet</u><br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br><b>Qty 1</b> |

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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|                   |                                                                              |
|-------------------|------------------------------------------------------------------------------|
| Item              | <b>23004AP--01-07 - ECCO/PSE AMBER</b>                                       |
| Quantity          | <b>1 each</b>                                                                |
| Percentage        | <input type="text"/>                                                         |
| Delivery Location | <b>Broward Sheriff's Office</b>                                              |
|                   | <u>Fleet</u><br>2001 NW 31st Ave.<br>Ft. Lauderdale FL 33311<br><b>Qty 1</b> |

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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|                   |                                   |
|-------------------|-----------------------------------|
| Item              | <b>23004AP--01-08 - PRO-GARD</b>  |
| Quantity          | <b>1 each</b>                     |
| Percentage        | <input type="text"/>              |
| Delivery Location | <b>Broward Sheriff's Office</b>   |
|                   | <u>Fleet</u><br>2001 NW 31st Ave. |

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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**Item 23004AP--01-09 - ACE K9****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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**Item 23004AP--01-10 - HAVIS****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item 23004AP--01-11 - JOTTO****Quantity 1 each**

Percentage

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item

**23004AP--01-12 - SOUNDOFF**

Quantity

**1 each**

Percentage

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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Item

**23004AP--01-13 - AMERICAN ALUMINUM**

Quantity

**1 each**

Percentage

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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**Item 23004AP--01-14 - TREMCO****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item 23004AP--01-15 - GO-RHINO****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item 23004AP--01-16 - D&R ELECTRONICS****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RFP to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RFP throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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Item **23004AP--01-17 - TROY PRODUCTS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-18 - BOSS STRONG BOX**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-19 - TUF-LOC/ESMET**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

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Item **23004AP--01-20 - SIGNAL VEHICLE PRODUCTS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-21 - WANCO**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-22 - BROOKING INDUSTRIES**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term,

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Item **23004AP--01-23 - RAM MOUNT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-24 - TRUCK VAULT**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-25 - AKRON BRASS/WELDON**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item**                    **23004AP--01-26 - LIND ELECTRONICS****Quantity**            **1 each****Percentage**        **Delivery Location**   **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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**Item**                    **23004AP--01-27 - SANTA CRUZ****Quantity**            **1 each****Percentage**        **Delivery Location**   **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item**                    **23004AP--01-28 - TUFFY****Quantity**            **1 each****Percentage**        **Delivery Location**   **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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**Item 23004AP--01-29 - SETINA****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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**Item 23004AP--01-30 - BROTHERS****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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**Item 23004AP--01-31 - FIRE RESEARCH CORP (FRC)****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item 23004AP--01-32 - ACARI PRODUCTS****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item 23004AP--01-33 - AMEREX****Quantity 1 each**Percentage **Delivery Location Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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**Item 23004AP--01-34 - BOSS SAFETY PRODUCTS****Quantity 1 each**Percentage

Delivery Location **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-35 - DIAMONDBACK AUTOMOTIVE**Quantity **1 each**Percentage Delivery Location **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

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Item **23004AP--01-36 - DURMAG**Quantity **1 each**Percentage Delivery Location **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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Item **23004AP--01-37 - EXTENDEBED**Quantity **1 each**



Percentage

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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Item

**23004AP--01-38 - EZ STAK/OPS**

Quantity

**1 each**

Percentage

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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Item

**23004AP--01-39 - GOLIGHT**

Quantity

**1 each**

Percentage

Delivery Location

**Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

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Item

**23004AP--01-40 - HELLA**

Quantity **1 each**  
Percentage   
Delivery Location **Broward Sheriff's Office**  
Fleet  
2001 NW 31st Ave.  
Ft. Lauderdale FL 33311  
**Qty 1**

**Description**

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Item **23004AP--01-41 - KUSSMAUL ELECTRONICS**  
Quantity **1 each**  
Percentage   
Delivery Location **Broward Sheriff's Office**  
Fleet  
2001 NW 31st Ave.  
Ft. Lauderdale FL 33311  
**Qty 1**

**Description**

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Item **23004AP--01-42 - LEGEND FLEET SOLUTIONS**  
Quantity **1 each**  
Percentage   
Delivery Location **Broward Sheriff's Office**  
Fleet  
2001 NW 31st Ave.  
Ft. Lauderdale FL 33311  
**Qty 1**

**Description**

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Item **23004AP--01-43 - MAXXIMA**  
Quantity **1 each**  
Percentage   
Delivery Location **Broward Sheriff's Office**  
Fleet  
2001 NW 31st Ave.  
Ft. Lauderdale FL 33311  
**Qty 1**

**Description**

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Item **23004AP--01-44 - MOTOLIGHT INC**  
Quantity **1 each**  
Percentage   
Delivery Location **Broward Sheriff's Office**  
Fleet  
2001 NW 31st Ave.  
Ft. Lauderdale FL 33311  
**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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Item **23004AP--01-45 - RANGER DESIGN**  
Quantity **1 each**  
Percentage   
Delivery Location **Broward Sheriff's Office**  
Fleet  
2001 NW 31st Ave.  
Ft. Lauderdale FL 33311  
**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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**Item**                    **23004AP--01-46 - SCOTT LOCK****Quantity**            **1 each****Percentage**        **Delivery Location**   **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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**Item**                    **23004AP--01-47 - STICO****Quantity**            **1 each****Percentage**        **Delivery Location**   **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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**Item**                    **23004AP--01-48 - STREAMLIGHT****Quantity**            **1 each****Percentage**        **Delivery Location**   **Broward Sheriff's Office**Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1****Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends

to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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Item **23004AP--01-49 - STROBES-R-US BRAND**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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Item **23004AP--01-50 - WAGAN INVERTERS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

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Item **23004AP--01-51 - WESTIN AUTOMOTIVE**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet

2001 NW 31st Ave.

Ft. Lauderdale FL 33311

**Qty 1**

**Description**

BSO will apply discounts provided in your RLI to all items listed in the catalog. Proposers are allowed to update their catalog items and pricing once per year. Proposers are not allowed to change discount percentages offered at time of RLI throughout the awarded contract term, including renewal options, if exercised. Proposers are to provide new catalog list pricing to BSO Fleet Services Division annually to include all manufacturer's updated prices.

Awarded Proposers, in the future, may be requested to submit additional catalog list prices upon request. The Broward Sheriff's Office intends to purchase items from these catalogs on an as-needed, when-needed basis as deemed in the best interest of BSO and also through the installer.

|                   |                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Item              | 23004AP--01-52 - SHOP LABOR RATE                                                                                               |
| Quantity          | 1 hour                                                                                                                         |
| Unit Price        | <input type="text"/>                                                                                                           |
| Delivery Location | <div>Broward Sheriff's Office</div> <div><u>Fleet</u><br/>2001 NW 31st Ave.<br/>Ft. Lauderdale FL 33311</div> <div>Qty 1</div> |

**Description**  
Proposers shall indicate a “per hour” shop labor rate for any services other than bundled installations.





## **BACKGROUND, OBJECTIVES, REQUIREMENTS, RESPONSIBILITIES**

### **1. BACKGROUND AND OBJECTIVES:**

- 1.1 The Broward Sheriff's Office (BSO) is seeking a qualified candidate to provide all services necessary to provide and Install Emergency Equipment for Broward Sheriff's Office Vehicles. The Proposer's technical proposal presented should address the requirements, as well as, explain and/or describe additional options, features and benefits of the proposed solution. This RLI establishes a general scope and terms of services that should form the basis of each Proposers' proposal and BSO will tentatively select a successful Proposer based on the submitted proposals. BSO reserves the right to enter into discussions with the tentative awardee to negotiate appropriate tailoring of the selected proposal and negotiate a final set of terms and conditions for this contract. BSO is taking this approach because the nature of the requirements and the varied details concerning how it might be successfully satisfied by different Proposers may necessitate additional clarification.
- 1.2 It is anticipated that BSO will award all services to one (1) Proposer; however we reserve the right to award to more than one Proposer.
- 1.3 The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible to submit a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.
- 1.4 It is anticipated that the term of this agreement will be for three (3) years with two (2) one-year renewal options.
- 1.5 Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this Solicitation.

### **2. RESPONSIVENESS AND RESPONSIBILITY CRITERIA**

- 2.1 Responsiveness Criteria:  
A Responsive Proposer means a contractor, business entity or individual who has submitted a Proposal that conforms in all material respects to the requirements of this solicitation. The requirements of this solicitation and scope of work include, but are not limited to, the required forms included in this solicitation which contain all requested information, signatures, notarizations, insurance, bonding, security and any other solicitation documents.

Failure to provide the information required may result in a Proposer being deemed non-responsive. BSO reserves the right to waive minor technicalities or irregularities as is in the best interest of BSO.

- 2.2 Responsibility Criteria:  
A Responsible Proposer means a contractor, business entity or individual who is capable of meeting all of the requirements of this solicitation and resulting contract. Capable includes the financial and technical ability to perform as contractually required.



At any time prior to award, BSO may find that a Proposer is not responsible to receive a particular award.

### 3. REQUIREMENTS OF THE SOLICITATION:

Failure to meet the following requirements listed in this Section may result in removal of a Proposal from consideration. Any documents/information requested anywhere in this solicitation should be included in the Proposal and labeled as indicated in this Section 3, as requested in the Submittal Form, or as indicated in the Proposal Questions. Documentation which is not included with the Proposal must be received within five (5) working days of request by BSO unless otherwise extended in writing by BSO at its discretion.

#### 3.1 General

3.1.1 Proposer should acknowledge if Proposer and/or Subcontractor(s) are presently negotiating a sale, acquisition or merger, which would alter the Proposer's structure as stated in this section. This information should be uploaded to BidSync/Periscope Holdings Inc. when submitting a proposal and labeled as **Exhibit 3.1.1.**

#### 3.1.2 Responsibilities of Proposer:

It is the responsibility of each Proposer to:

- Examine the solicitation documents thoroughly;
- Visit the site, if applicable, to become familiar with conditions which may affect cost, progress, performance of furnishing of required services;
- Take into account any federal, state, local laws which may affect cost, progress, performance or furnishing of required services;
- Carefully correlate Proposer's observations with the RLI solicitation and supporting documents; and
- Carefully review solicitation and supporting documents and notify BSO through BidSync/Periscope Holdings Inc. Q&A section, of any questions or requests for clarifications.

Each Proposer acknowledges that:

- The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.
- Proposer's submittal in response to this RLI shall constitute an incontrovertible representation by Proposer that it has complied with the above requirements and that without exception, the Proposal is premised upon performing and furnishing the services required by the RLI solicitation.

In preparing a response to this solicitation, Proposer shall rely on its own assumptions, investigations, examinations, studies, interpretations, expertise and opinions. Proposer shall base its submission on its own judgment, analysis and opinion of feasibility of the project. BSO does not guarantee the details pertaining



to existing reports, on any documents included with this solicitation to be more than a general indication of the services.

- 3.2 Legally authorized to do Business in the State of Florida: Proposer should be legally authorized to do business in the State of Florida, or, alternatively, will obtain a certificate to conduct business in the State of Florida prior to contract execution. (See <http://www.sunbiz.org/>). See Submittal Section 3.2 to provide information and documentation.
- 3.3 Laws, Ordinances, Regulations: Awarded Proposer(s) must comply with all Federal, State and Local laws, ordinances for work required for services listed in this Solicitation.
- 3.4 Questionnaire: Proposer should answer all questions and provide as much information as possible in a concise manner. If responses exceed the maximum characters accepted on the Questionnaire, attach separate document to the proposal titled "Supplemental Responses". List the question number, restate the question, and provide the supplemental information and/or detailed response. Clarification to any of the questions must be submitted as a question through BidSync/Periscope Holdings Inc. before the Q & A deadline.
- 3.5 Financial Stability: **Proposers will be stable and financially solvent.**

Proposer should include documentation of financial stability, including Proposer's most recent three (3) years of Financial Statements, SEC filings, or Dun & Bradstreet Reports. Financial Statements are a Compilation, Review or Audit Report from a Certified Public Accountant and include, at a minimum, a balance sheet and statement of operations. SEC filings and/or Dun & Bradstreet Reports, if submitted, must also include this minimum data. The financial documentation submitted must include a classified balance sheet which shows the components of current assets and current liabilities and a statement of operations showing net income after interest, taxes, depreciation and amortization. This documentation should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.5**.

If not included the Proposal, Proposer must submit these documents within five (5) working days upon request by Broward Sheriff's Office.

- 3.6 Company Background and Qualifications:  
Provide a complete response to this section 3.6 Company Background and Qualifications. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibit's in the subsections below.
- 3.6.1 Proposals will be considered only from Proposers who can demonstrate to the Broward County Sheriff's Office a professional ability to perform the type of work specified within this Solicitation.



- 3.6.2 Proposer should be actively engaged for a period of a minimum of five (5) years for the past eight (8) years or longer in providing similar scope of services and demonstrate experience in required services. See document labeled **Attachment "B"** to provide information and documentation.
- 3.6.3 Proposers shall have a track record of providing quality and reliable Emergency Equipment services with a high level of performance while maintaining cost efficiencies. Must have satisfactorily performed similar services for similar scope of services. Must be completely knowledgeable in all aspects of work required for services listed in this Solicitation. A Client List/Project List should be included with the Proposal and labeled as **Exhibit 3.6.3**.
- 3.6.4 **Staff Qualifications:**  
Describe in detail how Proposer's staff meet the Staff Requirements indicated in **3.6.4**. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4**.
- 3.6.4.1 All staff assigned to this contract are to be trained in accordance with industry guidelines and standards. Indicate how Prosper company will accomplish this. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as **Exhibit 3.6.4.1**.
- 3.6.4.2 All staff assigned to this contract will perform all services to the utmost professional standards.
- 3.6.4.3 Proposers are to submit copies of resumes and certifications of staffing that will be assigned to this contract. BSO reserves the right to conduct an independent background investigation in accordance with BSO requirements and at BSO's expense. See document labeled **"Submittal Section 7.6"** to provide information and documentation, as applicable.
- 3.6.4.4 Proposer is to submit a staffing plan with FTEs including Supervisor in charge of each facility. Employees of Proposer will be trained in customer service, confidentiality, and ethics. Proposer should state how Proposer intends its employees will be trained in customer service, confidentiality, and ethics. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.4**.
- 3.6.4.5 Proposer shall use Certified Emergency Vehicle Technicians (EVT's) and Factory certified and trained personnel to ensure that BSO will have experienced, skilled, competent, trained personnel with full working knowledge and troubleshooting skills pertaining to emergency vehicle service and repair. Include with your proposal a list of the current certifications held by your employees. Response should be



uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.6.4.5**

3.6.4.6 Proposer must have established experience with a Law Enforcement/Fire Agency comparable in size to the Broward Sheriff's Office's for a minimum of 5 years within the past 8 years. Proposer should complete the form "Proposer's Current and Past Contracts over the last 8 years" (**Complete Attachment "B" in Bidsync/Periscope Holdings Inc.**)

3.6.5 BSO reserves the right to inspect the facilities of any Proposer or of all Proposers prior to making an award without prior notice, between the hours of 8:00AM – 3:30PM, and at any time during the agreement period.

### 3.7 **Scope of Services:**

Provide a complete response to section 3.7 Scope of Services of the Solicitation. Please note responses do not need to restate anything specifically requested to be uploaded as Exhibits in the subsections below. Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as **Exhibit 3.7**.

#### **3.7.1 GENERAL REQUIREMENTS**

3.7.1.1 Installation of said equipment is a requirement of this RLI. Proposers shall provide all components as required to ensure a turn-key installation and an equipment package that is fully functional.

3.7.1.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

**SAE INTERNATIONAL**

**NFPA (National Fire Protection Association)**

**UL (Underwriters Laboratories Inc.)**

**OSHA 1910.95 "Permissible Noise Exposure"**

**Parts are to be either Original Equipment Manufacturer (OEM) or meets OEM standards**

3.7.1.3 Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.



### 3.7.2 FACILITIES

3.7.2.1 Proposer should have an actual building used for installation of equipment, with a security system, cameras and fencing ("Facility"). BSO vehicles are required to be secured within a fenced compound and under video surveillance at all times.

3.7.2.2 The Facility where work is to be performed and vehicles stored and parked must be located within Broward County.

3.7.2.3 The Broward Sheriff's Office may perform a site inspection of Proposer's Facilities as part of the evaluation process prior to award of this RLI. During the solicitation process, the Broward Sheriff's Office reserves the right to inspect the Proposer's Facility at any reasonable time with or without prior notice throughout the duration of a contract.

3.7.2.4 The installation Facility must be factory authorized to install and service all equipment provided to BSO. The Proposer must be a certified authorized dealer of all the manufacturers being proposed in items 6 – 51. Proposer to add additional manufacturers listed in the proposal Questionnaire. Proposer must be factory authorized to install & service equipment.

3.7.2.5 Proposer's Facility must be able to receive vehicles direct from the factory/dealer, if requested by BSO, and store them until they are up-fitted or transferred to a BSO location.

3.7.2.6 Proposer must be capable of picking up and delivering vehicles to a BSO facility, currently located at 2421 NW 16<sup>th</sup> St., Pompano Beach, Florida 33069. This location is subject to change at BSO's direction. Proposer's Facility must be able to store 50 or more BSO vehicles at any given time within the above listed security protocols.

3.7.2.7 Proposer's Facility should be open at a minimum during normal business hours from 8:30AM to 5:30PM, Monday through Friday excluding holidays or weekends.

### 3.7.3 OPERATIONS

3.7.3.1 Proposer will be responsible for all transportation costs, if applicable, to comply with the requirements of this RLI.

3.7.3.2 Proposer's staff must not drive or operate BSO police vehicles off premises unless picking up or delivering to BSO. Any vehicle operated off Proposers premises must be clearly marked as "OUT OF SERVICE".

3.7.3.3 Upon completion of vehicle's, Proposer will notify BSO Fleet Services at 954-497-1440 to arrange for inspection prior to delivery. Any work not to BSO Fleet





Services satisfaction, shall be redone by the Proposer at no additional charge to BSO.

3.7.3.4 Proposer must be able to perform Pre-Delivery Manufacturer Inspections on vehicles, if requested. The cost of this service will be paid by the Manufacturer directly.

3.7.3.5 BSO will not be responsible for additional fees or costs, including but not limited to, fuel surcharge or mileage. Proposer should take this into consideration when submitting pricing.

3.7.3.6 BSO Fleet Services reserves the right to reject any equipment/part or workmanship which it may deem unsuitable for use or not in accordance to industry standards, in BSO's discretion.

3.7.3.7 BSO Fleet Services interpretation of pre-defined specifications shall be final and binding.

3.7.3.8 BSO Fleet Services will make no allowances or concessions to a Proposer for any alleged misunderstanding of quantity, quality, location or other conditions of the work specified herein.

3.7.3.9 Proposer shall be required to complete the entire work or any part thereof, to the satisfaction of the BSO Fleet Services in strict accordance with resulting Agreement.

3.7.3.10 The Proposer shall not make any additions, changes, alterations or omissions, or perform extra work, except with prior written authorization of the BSO Fleet Services.

3.7.3.11 Proposer will conduct final equipment tests, inspections and training exercises under the supervision of the BSO Fleet Services.

3.7.3.12 Proposer's staff who are responsible for configuration of equipment must be familiar with local codes and procedures for safe emergency vehicle siren and light operation.

3.7.3.13 Proposer must be a factory authorized distributor for the products(s) provided as a result of this RLI.

### **3.7.4 REPORTING OF ACCIDENTS**

3.7.4.1 In the event of accidents of any kind to or on BSO property, the Proposer shall furnish WITHOUT DELAY, copies of all such accident reports to the BSO Fleet Services. The vendor is responsible for any damages that occur to the vehicle while it is in their possession.



### **3.7.5 INSTALLATION**

#### **3.7.5.1 Labor Rate**

Proposer's shall indicate a "per hour" shop labor rate for any services other than bundled installations.

#### **3.7.5.2 Requirements**

3.7.5.2.1 All wiring must be wire tied and loomed and secured to the vehicle. All wiring should be color coded or hot stamped to identify each wire and its function. Wiring will follow a consistent color scheme. Wiring diagrams must be available to BSO Fleet Services upon request.

3.7.5.2.2 All installations must be properly fused and wired as to the factory specifications set forth by both the vehicle and equipment manufacturers.

3.7.5.2.3 The placement of emergency equipment must be approved by the BSO Fleet Services prior to installation.

3.7.5.2.4 All installation will have electrical installations, (i.e. circuit breaker or fuse).

3.7.5.2.5 All lighting and siren packages will not exceed capability of vehicles electrical system.

3.7.5.2.6 All mounting hardware used on the exterior of the vehicle must be BSO approved.

3.7.5.2.7 All Lightbar cables must be sealed using an appropriate black gasket type silicone. Connection should use 3M brand water resistant connectors and be heat shrunk, when applicable and/or requested by BSO.

3.7.5.2.8 Proposer should have a current drop ship code for various vehicles, based in Broward County, and will be responsible for delivery of completed vehicles to BSO Fleet Services at no additional cost.

3.7.5.2.9 Proposer should be able to produce a minimum of 10 complete builds per week, to include complete patrol vehicle builds.

### **3.7.6 SUB-CONTRACTORS**

All work should be performed by Proposer's employees. However, where Proposer intends to use a subcontractor to complete any work or to provide any services under this contract, written notice and approval by BSO Fleet Services prior to such use. The Broward Sheriff's Office reserves the right to approve or



disapprove the use of any or all such subcontractors and/or to set conditions, restrictions, or limitations upon such use.

Any subcontractors used shall be required to comply with the RLI's terms and conditions and the Proposer shall be responsible for the performance of any subcontractor.

### **3.7.7 PURCHASE ORDERS/INVOICES**

Invoices for each completed vehicle must include a unique number, reference the Contract and fully detail all related costs as follows:

#### Bundled Items

The name of the Bundle Item

The date the vehicle arrived and the date work was completed

VIN

#### Non-Bundled Items

Parts (individually listed with price)

Labor (broken down by the hour for each task)

The date the vehicle arrived and the date work was completed

VIN

All requests for work will be done by quote based on the terms and conditions of this RLI. After receipt of the request, the Proposer will quote from the appropriate product catalog less the discount per this RLI, the hourly rate per this RLI, and the amount of hours it will take to complete the task or based on the Bundle Item. After receipt of a quote, a Purchase Order will be processed and forwarded to the Proposer.

### **3.7.8 GUARANTEE**

The Proposer warrants that all goods, materials, and workmanship furnished, whether furnished by the Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.

During the term of the Agreement, Proposer guarantees items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office. Warranty for all parts and labor will be for a minimum term of five years, regardless of the manufacturer's standard parts warranty.



Proposer must guarantee a "one working day" response time from the receipt of the vehicle to diagnose warranty issues under the labor agreement.

### **3.7.9 PRODUCT INFORMATION**

Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with response as an attachment to the "**RLI FORM**".

### **3.7.10 NEW MERCHANDISE**

Proposer will guarantee items offered and delivered to be the current standard production model and shall offer expiration dating of at least one year or later. Proposer guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Broward Sheriff's Office.

### **3.7.11 WARRANTY SERVICES**

The Proposer shall warrant and guarantee all work performed and parts installed by Proposer or its subcontractors for a minimum of five (5) years.

3.7.11.1 All parts installed by Proposer on or in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. Proposer will take all steps in facilitating the naming BSO as the owner and holder of all such warranties.

3.7.11.2 All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the Proposer's Services to the vehicle;

3.7.11.3 The materials, parts and supplies shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

3.7.11.4 Proposer should perform warranty services within 72 hours when equipment is available. There will be no substitutions of brand names or part numbers unless the old part number has been discontinued and replaced with a new part number.



### 3.7.12 TOWING SERVICES

The Proposer shall provide towing services for ALL BSO vehicles and equipment which is inoperable as determined at the discretion of BSO. The cost of

any BSO vehicle that is being towed to or towed from one of BSO's service centers or to a subcontractor will be invoiced separately to BSO by the Proposer with no mark up, and capped at a maximum cost of \$50.00 per tow. Estimated amount of tows are 200 per year.

4. **RESPONSIBILITIES OF PROPOSER:** The specifications set forth are for informational purposes and to provide a general description of the requirement. Proposers shall be responsible to submit technical submittal based upon their program that will meet the goals, objectives and requirements set forth herein.

Attachment A  
Alternative or Equivalent Bundled Product Price Sheet

Installation and Labor must be included in the bundled total price

|                                                                                                                                                                                                                                                                                                                                                                        | Quantity | Part Number    | Price    | Alternative Part Description | Alternative Manufacturer | Alternative Part Number | Alternative Price |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------|----------|------------------------------|--------------------------|-------------------------|-------------------|
|                                                                                                                                                                                                                                                                                                                                                                        |          |                |          |                              |                          |                         |                   |
| COMMUNITY SERVICE AIDE (SUV) SETUP                                                                                                                                                                                                                                                                                                                                     |          |                |          |                              |                          |                         |                   |
|                                                                                                                                                                                                                                                                                                                                                                        |          |                |          |                              |                          |                         |                   |
|                                                                                                                                                                                                                                                                                                                                                                        |          |                |          |                              |                          |                         |                   |
| WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WEKAN EXANSION                                                                                                                                                                                                                                                                                                         | 1X       | HHS4200        | Included |                              |                          |                         | Included          |
| FULLY POPULATED WHELEN LIBERTY 2 LED BAR 48" WITH VEHICLE SPECIFIC STRAP BAR HAS 6 FORWARD FACING LED PODS, 6 REAR FACING LED PODS, 4 CORNER LED PODS, 2 FORWARD TAKEDOWNS, 2 SIDE ALLEYS. BAR MUST HAVE CRUISE MODE AND ARROWS. CORNER PODS ON BAR MUST HAVE COLORED FILTERS INSTALLED. BAR IS RED ON DRIVER SIDE AND AMBER ON PASSENGER SIDE WITH CLEAR OUTER DOMES. | 1X       | IW8AR          | Included |                              |                          |                         | Included          |
| WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET                                                                                                                                                                                                                                                                                                            | 1X       | SA315P + SAK   | Included |                              |                          |                         | Included          |
| BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER                                                                                                                                                                                                                                                                                                      | 1X       | 185080F        | Included |                              |                          |                         | Included          |
| HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS                                                                                                                                                                                                                                                                                                  | 2X       | HERO-A         | Included |                              |                          |                         | Included          |
| HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS                                                                                                                                                                                                                                                                                                  | 2X       | HERO-W         | Included |                              |                          |                         | Included          |
| HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED                                                                                                                                                                                                                                                                                         | 4X       | HERO-ADAPTER   | Included |                              |                          |                         | Included          |
| SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODSCAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE.                                                                                                                                                                                                       | 1X       | COMMANDERPLUS6 | Included |                              |                          |                         | Included          |
| BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE                                                                                                                                                                                                                                                                                                          | 2X       | L-3 L          | Included |                              |                          |                         | Included          |
| SHO-ME BRAND 3 OUTLET CIGAR PLUG                                                                                                                                                                                                                                                                                                                                       | 1X       | 14.0553        | Included |                              |                          |                         | Included          |
| HAVIS PREMIUM SIDE MOUNT COMPUTER STAND FOR ESCAPE                                                                                                                                                                                                                                                                                                                     | 1X       | PKG-PSM-3013   | Included |                              |                          |                         | Included          |
| HAVIS PREMIUM LOCKING UNIVERSAL TRAY. MUST INCLUDE BOTH STANDARD AND TALL SIDE FINGERS TO SECURE VARIOUS COMPUTER TYPES                                                                                                                                                                                                                                                | 1X       | UT-1006        | Included |                              |                          |                         | Included          |
| HAVIS PENTAX POCKETJET PRINTER HOLDER                                                                                                                                                                                                                                                                                                                                  | 1X       | C-PM-1001      | Included |                              |                          |                         | Included          |
| AC-DC INDUSTRIES TIMER WITH BUILT IN FUSED OUTPUTS                                                                                                                                                                                                                                                                                                                     | 1X       | MZL-26         | Included |                              |                          |                         | Included          |



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| 3M BRAND PREMIUM WINDOW TINT LEGAL ONLY FOR ENTIRE SUV                                                                                                                                                                                                                                                                                             | 1X | TINT-SUV       | Included |  |  |  | Included |
| 3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW                                                                                                                                                                                                                                                                                      | 1X | TINT-STRIP     | Included |  |  |  | Included |
| INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. CRUISE LIGHT BUTTON MUST STEADY BURN 4 CORNERS IN THE LIGHTBAR AS WELLAS THE 6 POD COMMANDER STICK IN THE REAR.                                                                                                                              | 1X | INSTALLATION   | Included |  |  |  | Included |
|                                                                                                                                                                                                                                                                                                                                                    |    |                |          |  |  |  |          |
| Total Bundled Price                                                                                                                                                                                                                                                                                                                                |    |                | \$       |  |  |  | \$       |
|                                                                                                                                                                                                                                                                                                                                                    |    |                |          |  |  |  |          |
| MARKED PATROL CHEVY SILVERADO BUILD SHEET                                                                                                                                                                                                                                                                                                          |    |                |          |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                    |    |                |          |  |  |  |          |
| WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55” LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION. | 1X | EB2-STT-BB     | Included |  |  |  | Included |
| WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD                                                                                                                                                                                                                                                                                             | 1X | C399 + CCTL7   | Included |  |  |  | Included |
| INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN,ETC                                                                                                                                                                                                                                                                                | 1X | C399K9         | Included |  |  |  | Included |
| DUAL TONE SIREN AMP MODULE FOR SIREN                                                                                                                                                                                                                                                                                                               | 1X | CEXAMP         | Included |  |  |  | Included |
| VEHICLE TO VEHICLE SYNC MODULE                                                                                                                                                                                                                                                                                                                     | 1X | CV2V           | Included |  |  |  | Included |
| WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET                                                                                                                                                                                                                                                                                               | 2X | SA315P +SAK    | Included |  |  |  | Included |
| SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS                                                                                                                                                                                                                                                                                  | 2X | ULB9LDC-RBWW   | Included |  |  |  | Included |
| BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER                                                                                                                                                                                                                                                                                  | 1X | 185080F        | Included |  |  |  | Included |
| HELLA HERO HIDE A WAY LED MOUNTS IN FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                                                                                                                   | 2X | HERO-A         | Included |  |  |  | Included |
| HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE                                                                                                                                                                                                                               | 2X | 358118481      | Included |  |  |  |          |
| HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                                                                                                                     | 1X | HERO-W         | Included |  |  |  |          |
| SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE                                                                                                                                                                                    | 1X | COMMANDERPLUS6 | Included |  |  |  | Included |

|                                                                                                                                                                                                            |    |                     |          |  |  |  |          |
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| TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING   | 2X | 5176T-6SR           | Included |  |  |  | Included |
| PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE                                                                                    | 1X | 12D-RBW             | Included |  |  |  | Included |
| HUFFY BRAND UNDERBENCH LOCKBOX                                                                                                                                                                             | 1X | 352-01              | Included |  |  |  | Included |
| HAVIS WIDE SILVERADO CONSOLE WITH INTEGRATED PRINTER MOUNT                                                                                                                                                 | 1X | C-VSW-1900-SIOLV-PM | Included |  |  |  | Included |
| HAVIS SIDE MOUNT ARM REST                                                                                                                                                                                  | 1X | C-ARM-102           |          |  |  |  |          |
| TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER                                                                                                                                                   | 1X | C-MD-112            | Included |  |  |  | Included |
| VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND                                                                                                                                                            | 1X | C-HDM-214           | Included |  |  |  | Included |
| PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND BALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES                                                                                | 1X | UT-1006             | Included |  |  |  | Included |
| HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS                                                                                                                                                     | 1X | CUP2-1001           | Included |  |  |  | Included |
| LOCKING CUBBY FOR CONSOLE                                                                                                                                                                                  | 1X | C-AP-0945-L         | Included |  |  |  | Included |
| COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE. HAVIS.                                                                                                                          | 1X | C-FP                | Included |  |  |  | Included |
| AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES                                                                                                 | 1X | MZL-26SR            | Included |  |  |  | Included |
| 60" LONG LED STRIP MOUNTS UNDER TAILGATE OF TRUCK. TRIO LIGHT FEATURES RED AND BLUE WARNING WITH ABILITY TO STEADY BURN 100% WHITE WHEN ACTIVATED FROM SIREN TOUCHPAD. MUST ALSO HAVE CRUISE LIGHT FEATURE | 1X | ERUN-STRIP-RBW      | Included |  |  |  | Included |
| PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT                              | 1X | PRPSP55412SIL19A    | Included |  |  |  | Included |
| PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS                                                                                                                                                          | 1X | WB54NPSIL19         | Included |  |  |  | Included |
| SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS                                                                                                             | 1X | SC-920-VERTICAL     | Included |  |  |  | Included |
| 25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR USE TO BE INSTALLED IN REAR BED OF TRUCK TO ILLUMINATE BED AREA                                                                      | 2X | LL2500              | Included |  |  |  | Included |
| METAL ON/OFF TOGGLE SWITCH WITH WATERPROOF RUBBER BOOT TO PROTECT ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS                                                              | 1X | 4421 + 44214        | Included |  |  |  | Included |

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| CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.                                                                                                                                                                                                                                                                                                           | 1X | 16518177 +80 +78 | Included |  |  |  | Included |
| 3M BRAND PREMIUM WINDOW TINT 35% FOR FRONT 2 DOORS ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1X | TINT-2DOOR       | Included |  |  |  | Included |
| INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER IF EQUIPPED OEM. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE GRILL AND THE 60” STRIP LOCATED UNDER THE REAR TAILGATE. | 1X | INSTALLATION     | Included |  |  |  | Included |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |                  |          |  |  |  |          |
| Total Bundled Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |                  | \$       |  |  |  | \$       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |                  |          |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |                  |          |  |  |  |          |
| MARKED PATROL CHEVY TAHOE BUILD SHEET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |    |                  |          |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |                  |          |  |  |  |          |
| WHELEN PREMIUM DUO LEGACY BAR WITH TRIO BRAKE PODS. BAR IS 55” LONG PRIMARY WARNING COLOR IS BLUE ON ALL PODS. ALL FRONT FACING PODS CAN STEADY BURN WHITE FOR SCENE, ALL CORNER FACING PODS CAN STEADY BURN WHITE, REAR PODS CAN FLASH BLUE OR OPERATE AS AMBER ARROWS. TWO REAR PODS ARE TRIO FOR TURN SIGNAL FUNCTION AND BRAKE LIGHT FUNCTION.                                                                                                                                                                                                                                              | 1X | EB2-STT-BB       | Included |  |  |  | Included |
| WHELEN CORE SIREN SYSTEM WITH FULL 21 & SLIDE TOUCHPAD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1X | C399 + CCTL7     | Included |  |  |  | Included |
| INTERFACE CABLE FOR VEHICLE OBD SIGNALS. PARK/DRIVE, DOORS OPEN, ETC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1X | C399K6           | Included |  |  |  | Included |
| DUAL TONE SIREN AMP MODULE FOR SIREN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1X | CEXAMP           | Included |  |  |  | Included |
| VEHICLE TO VEHICLE SYNC MODULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1X | CV2V             | Included |  |  |  | Included |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |                  |          |  |  |  |          |
| WHELEN 100 WATT SIREN SPEAKERS WITH MOUNTING BRACKET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2X | SA315P +SAK      | Included |  |  |  | Included |
| SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE FOR SIDE CARGO WINDOWS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2X | ULB9LDC-RBWW     | Included |  |  |  | Included |
| BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 80 AMP BREAKER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1X | 185080F          | Included |  |  |  | Included |

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| HELLA HERO HIDE A WAY LED MOUNTS IN TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                                       | 2X | HERO-A          | Included |  |  |  | Included |
| SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE                                                                                                 | 1X | COMMANDERPLUS6  |          |  |  |  | Included |
| SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE)                                                                                            | 1X | COMMANDERPLUS8  | Included |  |  |  | Included |
| BRACKET FOR MOUNTING COMMANDER STICK IN REAR OF VEHICLE                                                                                                                                                                                                         | 2X | L-3 L           | Included |  |  |  | Included |
| TEXTURED BLACK STEEL GO RHINO BRAND PUSH BUMPER. INCLUDES FACIA COVER TO MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE WARNING LED'S. ALSO INCLUDES WIRE COVERS TO HIDE EXPOSED WIRING                                                        | 1X | 5168T-6SR       | Included |  |  |  | Included |
| PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY WARNING AND STEADY BURN WHITE FOR SIDE SCENE                                                                                                                                         | 2X | 12D-RBW         | Included |  |  |  | Included |
| MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19" LONG WITH BUILT IN HIGH AND LOW POWER BUTTON                                                                                                                                | 1X | M844282-A       | Included |  |  |  | Included |
| BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40" WIDE BY 22" DEEP BY 11" HIGH INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER. | 1X | 7126-7611       | Included |  |  |  | Included |
| HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS                                                                                                                           | 1X | SBX-5012        | Included |  |  |  | Included |
| HAVIS WIDE TAHOE CONSOLE WITH INTEGRATED PRINTER MOUNT                                                                                                                                                                                                          | 1X | VSW-1005-TAH-PM | Included |  |  |  | Included |
| HAVIS SIDE MOUNT ARM REST                                                                                                                                                                                                                                       | 1X | C-ARM-102       | Included |  |  |  | Included |
| TILT/SWIVEL/MOTION DEVICE FROM HAVIS TO SUPPORT COMPUTER                                                                                                                                                                                                        | 1X | C-MD-112        | Included |  |  |  | Included |
| VERTICAL MOUNTING POLE FOR HAVIS COMPUTER STAND                                                                                                                                                                                                                 | 1X | C-HDM-214       | Included |  |  |  | Included |
| PREMIUM HAVIS LOCKING COMPUTER TRAY INCLUDES BOTH STANDARD AND TALL SIZE MOUNTING FINGERS TO SUPPORT VARIOUS COMPUTER SIZES                                                                                                                                     | 1X | UT-1006         | Included |  |  |  | Included |
| HAVIS PREMIUM DUAL CUP HOLDER WITH SELF ADJUSTING TABS                                                                                                                                                                                                          | 1X | CUP2-1001       | Included |  |  |  | Included |
| COMPLETE ASSORTMENT OF EQUIPMENT BRACKETS AND FACE PLATES TO FILL CONSOLE WITH BSO SUPPLIED BROTHER PRINTER                                                                                                                                                     | 1X | C-FP            | Included |  |  |  | Included |

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| AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1X | MZL-26SR         | Included |  |  |  | Included |
| PRO-GARD BRAND SPACE SAVER FRONT PARTITION FOR PRISONER. INCLUDES CENTER SLIDING WINDOW WITH SAFETY MESH COVERING AND CENTER RECESS KNOCKOUT TO SUPPORT VERTICAL WEAPON MOUNT                                                                                                                                                                                                                                                                                                                                                                                              | 1X | PRPSP5714T21A    | Included |  |  |  | Included |
| REAR PRISONER BARRIER WITH POLYCARBONATE UPPER WINDOW AND ABS PRISONER SEAT THAT REPLACES SECOND ROW SEATS                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1X | S5702T21         | Included |  |  |  | Included |
| PAIR OF STEEL WINDOW BARS FOR PRISONER AREA DOORS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1X | WB57NPT21        | Included |  |  |  | Included |
| SANTA CRUZ BRAND VERTICAL GUN LOCK CONFIGURED FOR AR-15 WEAPON MOUNTS VERTICALLY BETWEEN SEATS                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1X | SC-920-VERTICAL  | Included |  |  |  | Included |
| CUSTOM MANUFACTURED WIRING HARNESS FOR VEHICLE. INCLUDES AUTOMOTIVE GRADE WEATERPROOF QUICK DISCONNECT TO ALLOW PUSH BUMPER TO BE REMOVED FROM VEHICLE FOR SERVICE. HARNESS CONTROLS ALL ASPECTS OF THE EMERGENCY EQUIPMENT INSTALL AND INCLUDES 6 GAUGE MAIN POWER AND GROUND LEADS.                                                                                                                                                                                                                                                                                      | 1X | 16518177 +80 +78 | Included |  |  |  | Included |
| 3M BRAND PREMIUM WINDOW TINT 28% FOR FRONT 2 DOORS ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 1X | TINT-2DOOR       | Included |  |  |  | Included |
| INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. PARK KILL, CORNER CUTOUT ON LIGHTBAR WHEN DRIVER OR PASSENGER DOOR IS OPENED. DVI SCENE SAFE MODE ON LIGHTBAR WHEN VEHICLE IS PLACED IN PARK. VEHICLE TO VEHICLE SYNC WITH OTHER PATROL VEHICLES IN THE FLEET. ALLEY LIGHTS ON BAR ALSO ACTIVATE SIDES OF BUMPER IN WHITE. ACTIVATE OEM HIGH BEAM WIG WAG AND TAIL FLASHER. CRUISE LIGHT BUTTON CRUISES THE LIGHTBAR AS WELL AS THE 6 FORWARD FACING PODS IN THE PUSH BUMPER AND THE 8 POD STICK IN THE REAR WINDOW. | 1X | INSTALLATION     | Included |  |  |  | Included |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |    |                  |          |  |  |  |          |
| Total Bundled Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |                  | \$       |  |  |  | \$       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |    |                  |          |  |  |  |          |
| UNMARKED CHEVY TAHOE SUV BASIC BUILD SHEET                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |                  |          |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |    |                  |          |  |  |  |          |
| WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1X | HHS4200          | Included |  |  |  | Included |
| WHELEN INNER EDGE, FST SERIES FOR FRONT UPPER WARNING. BAR HAS 10 BLUE FLASHING PODS AND 2 WHITE TAKEDOWN PODS. CAPABLE OF CRUISE MODE                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1X | ISFW54X-RBW      | Included |  |  |  | Included |

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| SVP DUO DUAL LIGHT R/B WITH WHITE OVERRIDE. INCLUDES MOUNTING KIT THAT MOUNTS TO SIDE CARGO WINDOW GLASS WITH NO HOLES DRILLED                                                                                                                                     | 2X | ULB9LDC-RBWW   | Included |  |  |  | Included |
| WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET                                                                                                                                                                                                        | 1X | SA315P + SAK   | Included |  |  |  | Included |
| BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER                                                                                                                                                                                                  | 1X | 185050F        | Included |  |  |  | Included |
| HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING                                                                                                                                                            | 4X | HERO-A         | Included |  |  |  | Included |
| HELLA HERO ADAPTER HARNESS FOR HEADLIGHT OF VEHICLE                                                                                                                                                                                                                | 2X | HERO-21        | Included |  |  |  | Included |
| HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED                                                                                                                                                                                     | 4X | HERO-ADAPTER   | Included |  |  |  | Included |
| SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE                                                                                                    | 1X | COMMANERPLUS6  | Included |  |  |  | Included |
| SVP BRAND 8 POD WARNING STICK CONFIGURED WITH 6 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH MODULE                                                                                                    | 1X | COMMANDERPLUS8 |          |  |  |  | Included |
| BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FO VEHICLE                                                                                                                                                                                                       | 4X | L-3 L          | Included |  |  |  | Included |
| TRACER RUNNING BOARD LED LIGHT DUO. FLASHES R/B/R/B/R AND HAS ABILITY TO STEADY BURN FOR CRUISE. ENTIRE UNIT CAN GO ALL WHITE FOR SCENE LIGHT INCLUDES VEHICLE SPECIFIC MOUNTING BRACKETS                                                                          | 2X | TCRWX5 + TCRB  |          |  |  |  | Included |
| MAXXIMA BRAND CARGO LIGHT STRIP IN ALUMINUM HOUSING. MOUNTS IN REAR CARGO AREA. 19” LONG WITH BUILT IN HIGH AND LOW POWER BUTTON                                                                                                                                   | 1X | M844282-A      |          |  |  |  | Included |
| BOSS BRAND HIGH SECURITY LOCK BOX DRAWER. 40” WIDE BY 22” DEEP BY 11” HIGH<br>INCLUDES 3 HIGH SECURITY RESTRICTED MEDECO KEYS. BOX FEATURES A THREE POINT LOCKING SYSTEM WITH A VERTICAL LOCKING TAB AS WELL AS A ROD ON BOTH SIDES TO DETER PRYING OF THE DRAWER. | 1X | 7126-7611      | Included |  |  |  | Included |
| HAVIS BRAND BOX STAND. STAND CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM BEING ABLE TO ROLL FORWARD AND UNDER THE SECOND ROW OF SEATS                                                                                                                              | 1X | SBX-5012       | Included |  |  |  | Included |
| 3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SUV. ALL WINDOWS                                                                                                                                                                                                       | 1X | TINT-SUV       | Included |  |  |  | Included |
| 3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW                                                                                                                                                                                                      | 1X | TINT-STRIP     | Included |  |  |  | Included |



|                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |                |          |  |  |  |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------------|----------|--|--|--|----------|
| INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL STICK MUST BE SMOKED. RIGHT AND LEFT ALLEY BUTTONS STEADY BURN BOTH THE RUNNERS AND THE SIDE CARGO WINDOW LED’S. IF VEHICLE IS EQUIPPED WITH FACTORY HIGH BEAM WIG WAG OR TAIL LIGHT WIG WAG, ACTIVATE IT. CRUISE LIGHT BUTTON STEADY BURNS GRILL STICK, REAR WINDOW STICK, SIDE RUNNING BOARD LED’S, AND INNER EDGE | 1X | INSTALLATION   |          |  |  |  | Included |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |                |          |  |  |  |          |
| Total Bundled Price                                                                                                                                                                                                                                                                                                                                                                                                              |    |                | \$       |  |  |  | \$       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |                |          |  |  |  |          |
| UNDERCOVER SEDAN BASIC BUILD SHEET                                                                                                                                                                                                                                                                                                                                                                                               |    |                |          |  |  |  |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |                | Included |  |  |  | Included |
| WHELEN HAND HELD SIREN PROGRAMMABLE SYSTEM WITH WECAN EXANSION                                                                                                                                                                                                                                                                                                                                                                   | 1X | HHS4200        | Included |  |  |  | Included |
| SVP DUO DUAL DASH LIGHT R/B WITH WHITE OVERRIDE. INCLUDES FLASH BACK SHROUD AND MOUNTS TO VEHICLE WITH NO HOLES DRILLED IN HEADLINER                                                                                                                                                                                                                                                                                             | 2X | ULB9LDC-RBWW   | Included |  |  |  | Included |
| WHELEN 100 WATT SIREN SPEAKER WITH VEHICLE SPECIFIC BRACKET                                                                                                                                                                                                                                                                                                                                                                      | 1X | SA315P + SAK   |          |  |  |  | Included |
| BUSSMAN BRAND MANUAL RESET MARINE GRADE WATERPROOF 50 AMP BREAKER                                                                                                                                                                                                                                                                                                                                                                | 1X | 185050F        | Included |  |  |  | Included |
| RED/BLUE SPLIT WHELEN HIDE-A-WAY LED LAMPS                                                                                                                                                                                                                                                                                                                                                                                       | 4X | VTX609J        | Included |  |  |  | Included |
| SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH                                                                                                                                                                                                                                                                         | 1X | COMMANDERPLUS6 |          |  |  |  | Included |
| STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE OF FLASHING RED AND BLUE AND STEADY BURN WHITE FOR TAKEDOWN MODE. 12 DIODES                                                                                                                                                                                                                                                                                                        | 2X | 12D-RB-W       | Included |  |  |  | Included |
| L- BRACKET FOR MOUNTING GRILL LIGHTS                                                                                                                                                                                                                                                                                                                                                                                             | 2X | 4X-LB          | Included |  |  |  | Included |
| R BRACKET FOR MOUNTING COMMANDER STICK IN REAR DECK FOR VEHICLE                                                                                                                                                                                                                                                                                                                                                                  | 2X | L-3            | Included |  |  |  | Included |
| BOSS BRAND HIGH SECURITY LOCK BOX WITH FLIP TOP LID. 14W BY 37D BY 10H INCLUDES GAS SPRING TO HOLD OPEN LID. 3 MEDECO HIGH SECURITY RESTRICTED COPY KEYS. ANTI PRY LID. STEEL CONSTRUCTION                                                                                                                                                                                                                                       | 1X | 7126-7530      | Included |  |  |  | Included |
| KIT CONSITING OF 5/8” CABLE LOCK 5’ LONG AND HEAVY DUTY “D”RING MOUNTED TO REAR OF LOCK BOX                                                                                                                                                                                                                                                                                                                                      | 1X | CABLELOCK      | Included |  |  |  | Included |
| 3M BRAND PREMIUM WINDOW TINT 15% FOR ENTIRE SEDAN. ALL WINDOWS                                                                                                                                                                                                                                                                                                                                                                   | 1X | TINT-SEDAN     | Included |  |  |  | Included |
| 3M BRAND PREMIUM WINDOW TINT 15% STRIP FOR UPPER FRONT WINDOW                                                                                                                                                                                                                                                                                                                                                                    | 1X | TINT-STRIP     | Included |  |  |  | Included |

|                                                                                                                                                                                                                                                                                                       |    |              |    |  |  |  |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|--------------|----|--|--|--|----------|
| INSTALL ABOVE ITEMS IN VEHICLE. VEHICLE MUST HAVE HORN PAD TRANSFER FOR HANDSFREE OPERATION OF SIREN. GRILL LIGHTS MUST BE SMOKED. TAKEDOWN BUTTON STEADY BURNS THE FRONT WINDOW LED’S IN WHITE. SCENE BUTTON STEADY BURNS BOTH THE FRONT WINDOW LED’S IN WHITE AS WELL AS THE GRILL LIGHTS IN WHITE. | 1X | INSTALLATION |    |  |  |  | Included |
|                                                                                                                                                                                                                                                                                                       |    |              |    |  |  |  |          |
| Total Bundled Price                                                                                                                                                                                                                                                                                   |    |              | \$ |  |  |  | \$       |
|                                                                                                                                                                                                                                                                                                       |    |              |    |  |  |  |          |

## Attachment "B"

## Proposer's Current and Past Contracts over the last 8 years

Provide a list of all Government Contracts you were engaged in for a period of a minimum of five (5) years or longer in providing similar scope of services during the past eight (8) years for the same or similar services which are the subject of this RLI and provide all information requested below. Include any contract that has ended, terminated, expired or cancelled (collectedly "Terminated") for any reason during the past eight (8) years.

| Government Agency Name | Solicitation Type | Contract Period, including amendments and extensions (collectively "Contract Term") | Dollar Amount of Contract per year and for the Contract Term | Average Number of Vehicles processed per week | Total Number of Vehicles completed during the Contract Term | Indicate whether the contract was Terminated for any reason before the termination or expiration date of the contract, including amendments and extensions, and if so, why. |
|------------------------|-------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        |                   |                                                                                     |                                                              |                                               |                                                             |                                                                                                                                                                             |
|                        |                   |                                                                                     |                                                              |                                               |                                                             |                                                                                                                                                                             |
|                        |                   |                                                                                     |                                                              |                                               |                                                             |                                                                                                                                                                             |
|                        |                   |                                                                                     |                                                              |                                               |                                                             |                                                                                                                                                                             |
|                        |                   |                                                                                     |                                                              |                                               |                                                             |                                                                                                                                                                             |
|                        |                   |                                                                                     |                                                              |                                               |                                                             |                                                                                                                                                                             |
|                        |                   |                                                                                     |                                                              |                                               |                                                             |                                                                                                                                                                             |

## PROPOSAL QUESTIONNAIRE

|    | QUESTION                                                                                                                                                                                                                                                                                                     | RESPONSE<br>(If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal) |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | State how your company intends to comply with all the elements indicated in this RLI.                                                                                                                                                                                                                        |                                                                                                                                              |
| 2. | List your company's current inventory of equipment as it relates to this RLI.                                                                                                                                                                                                                                |                                                                                                                                              |
| 3. | Does your company have the facilities to receive the vehicles direct from the factory and store until they are fitted to perform the initial PDI? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement.                          | _____ Yes _____ No                                                                                                                           |
| 4. | Provide any special features, qualifications, corporate strengths, and any other factors that the Proposer believes are relevant to the selection process.                                                                                                                                                   |                                                                                                                                              |
| 5. | Please describe your current training program for the employees that will be assigned to this contract.                                                                                                                                                                                                      |                                                                                                                                              |
| 6. | Does your company have Certified EVT technicians? If yes, how many and of those, how many will be assigned to this contract? Please provide proof of the certified EVT's. <b>Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as Exhibit 3.6.4.5.</b> |                                                                                                                                              |
| 7. | Does your company have the ability to produce 10 complete builds per week? If yes, provide specific details of complying with this requirement. If no, state how you intend to comply with this requirement. <b>Response should be uploaded to BidSync/Periscope Holdings Inc.</b>                           | _____ Yes _____ No                                                                                                                           |

## PROPOSAL QUESTIONNAIRE

|     | QUESTION                                                                                                                                                                                                                          | RESPONSE<br>(If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal) |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|     | <b>when submitting the proposal and labelled as Exhibit 3.7.6.2.9.</b>                                                                                                                                                            |                                                                                                                                              |
| 8.  | Indicate the current manufacturer certifications you maintain which are relevant to this RLI. <b>Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as Exhibit 3.7.2.4.</b> |                                                                                                                                              |
| 9.  | State any credit holds with any supplier, currently and within the past 12 months.                                                                                                                                                |                                                                                                                                              |
| 10. | Please provide other manufacturer's not listed on items 6 – 51 that your facility is authorized to install and service. For each manufacturer, please list the corresponding percentage discount off manufacture's list price.    |                                                                                                                                              |



**DRUG FREE WORKPLACE CERTIFICATION**  
**RLI # 23004AP**  
**Emergency Equipment for Vehicles for Broward Sheriff's Office**

The undersigned Proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Proposer's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The Proposer's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and psychological service; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Legal Company Name)



Electronic Signature (Print Name)

**AFFIDAVIT****RLI # 23004AP****Emergency Equipment for Vehicles for Broward Sheriff's Office**

The undersigned Proposer hereby certifies that the information provided below is accurate. Indicate which paragraph applies by affixing your initials next to paragraph 1 or paragraph 2.

1. None of the Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending.

**OR**


2. The following Proposer's Corporate Officers, Owners, Partners, Employees, Agents or individuals that will be working on this BSO contract have been convicted of a misdemeanor, felony or have criminal action pending. Note: Further documentation may be required. Attach a supplemental sheet if needed and also have the additional sheet notarized.

1.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

2.

Legal Name

Driver's License Number (Attach copy)

Previous Names Used

Title/Duties performed

**It is the successful Proposer's responsibility to notify BSO during the term of the contract if additional names need to be added to the above affidavit due to conviction of a felony or have criminal action pending. Verbal notification is required within 24 hours and written notification is required within ten (10) BSO workdays. The notice shall include name and the position title of the employee and duties performed.**

**Successful Proposer must maintain an environment that is safe and will not be harmful to the public or to BSO employees.**

.(Company Name).

Electronic Signature (Print Name)



**PROPOSAL ACKNOWLEDGEMENT FORM****RLI # 23004AP****Emergency Equipment for Vehicles for Broward Sheriff's Office**

Proposer does declare that no persons other than the Proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud. Proposer further declares that the specifications have been carefully examined and the Proposer is thoroughly familiar with its provisions and with the quality, type and grade of required materials. Proposer certifies that any exceptions to the solicitation specifications are noted in the exceptions section below. Proposer also understands that any exceptions presented after the award, may be cause for cancellation of award.

Proposer acknowledges that Proposer has given the Purchasing Agent written notice of all conflicts, errors, or discrepancies that it has discovered in the Sample Agreement, and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Proposer.

Subject to deviations stated below, Proposer accepts the terms, conditions, mandates, and other provisions of BSO General Terms and Conditions (See sample agreement attachment), and Specifications/Scope of Work, and any and all Addenda issued. Said documents being the strict basis upon which the said Proposer makes this proposal.

**EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY BSO.**

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions, the Special Conditions and the Technical Specifications upon which this Proposal is based, to wit:

Price(s) is to include the provision of all services, labor, materials, equipment, Insurance, licenses, and applicable taxes necessary for completion of the work. The methodology used in determining these prices should be included in the proposal. However, if methodology is not included with the proposal, it must be received within three (3) calendar days of request by Purchasing Bureau.

Proposer represents and certifies that any and all information, documents, forms, and responses to questions provided in its proposal with regard to this solicitation is true and correct

The undersigned further declares and proposes to furnish the services called for within the specified time in this proposal, except as noted in the exception section for the submitted price, to wit:

**The below identified and signed authorized officer of the company, proposes the pricing information submitted in BidSync for required Services.**

**IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR A PERIOD OF ONE HUNDRED AND TWENTY (120) DAYS FROM DATE SOLICITATION IS DUE. IF AWARDED A PURCHASE ORDER OR CONTRACT AS A RESULT OF THIS SOLICITATION, PROPOSER FURTHER AGREES THAT PRICES QUOTED SHALL REMAIN FIXED AND FIRM FOR THE TERM OF THE CONTRACT.**

**Legal Company Name:**

**Electronic Signature Proposer's Authorized Representative's Name:**

**Representative's Title:**

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE BROWARD SHERIFF'S OFFICE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

**NON-COLLUSION CERTIFICATE**

I, , representing  
 (name of corporation/partnership/agency hereinafter known as  
"Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and  
I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of  
Solicitation No: , Solicitation Title:   
("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I state that the bidder of the Competitive Solicitation and any subsequent Contract is not related to any of the  
other parties bidding in the Competitive Solicitation, and that the Contractor's proposal is genuine and not  
sham or collusive or made in the interest or on behalf of any person not therein named, and that the  
Contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal,  
or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner  
sought by collusion to secure to the proposer an advantage over any other proposer.

Note: Related parties shall mean bidders or proposers or the principals, corporate officers, and managers  
thereof which:

- have a direct or indirect ownership interest in another bidder or proposer for the same agreement,  
or
- a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect  
ownership interest in another bidder or proposer for the same agreement, or
- are family members of another bidder or proposer for the same agreement. Family members include  
brothers and sisters, half brothers and sisters, spouse, parents, ancestors, and lineal descendants.

By:

Signature

 20 

Date

Printed Name and Title

Federal Employer Identification Number





### **EQUAL BENEFITS CERTIFICATION**

The Contractor by virtue of signing below, certifies that it is aware of the requirements of Section 3.8.10 of the Purchasing Bureau's Standard Operating Procedures (hereafter referred to as "SOP's"); and certifies the following:

**(Please check only one below).**

☐ 1. The Contractor currently complies with the requirements of the SOP's to Domestic Partners of its employees on the same basis as it provided benefits to employees' spouses.

☐ 2. The Contractor will comply with the requirements of the SOP's at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

☐ 3. The Contractor will not comply with the requirements of the SOP's at time of award.

☐ 4. The Contractor does not need to comply with the requirements of the SOP's at time of award because the following exception(s) apply(ies): **(Please check only one below).**

☐ The Contractor's price proposal for the initial contract term is \$100,000 or less.

☐ The Contractor employs less than five (5) employees.

☐ The Contractor is a governmental entity, not-for-profit corporation, or charitable organization.

☐ The Contractor is, or is controlled by a religious organization, association, society, or non-profit charitable or educational institution.

☐ The Contractor does not provide benefits to employees' spouses.

☐ The Contractor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the SOP's stating the effort taken to provide such benefits and the amount of the cash equivalent.)

☐ The Contractor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation. (State the law, statute or regulation and attach explanation of its applicability.)

(Legal Company Name)

Electronic Signature (Print Name)

Please see pages 2 and 3 for the requirements of Section 3.8.10

**Contractors Shall Offer Equal Benefits for Domestic Partners:**

- A. Contractor Offering Equal Benefits. Except where federal or state law mandates to the contrary, a Contractor awarded a contract pursuant to a competitive solicitation shall provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to its employees' spouses.
- B. Definitions.
1. "Domestic Partner" shall mean only two adults who are registered as domestic partners with Broward County or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration; or who meet the requisites for a valid domestic partnership relationship as established by BSO; or who were married or entered into a registered civil union in any state or country in which said marriage or civil union was legally recognized in said jurisdiction at the time said relationship was formally entered.
  2. "Competitive Solicitation" means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by the Broward Sheriff's Office.
  3. "Contractor" means any business with five or more employees which Contractor is awarded one or more Contracts by the Broward Sheriff's Office.
  4. "Contract" means all types of binding agreements between the Broward Sheriff's Office and a Contractor for goods or services in an amount over \$100,000.
  5. "Equal Benefits" means the equality of benefits between employees with married spouses and employees with Domestic Partners; and includes equal benefits for the Dependents of employees' spouses and Dependents of employees' domestic partners. Benefits include the types of benefits typically extended to employees' spouses, including health insurance, dental insurance, bereavement leave, and family medical leave.
  6. "Dependent" means a person who lives within the household of a domestic partnership and is:
    - a. A biological child or adopted child of a Domestic Partner; or
    - b. A dependent as defined under IRS regulations; or
    - c. A ward of a Domestic Partner as determined in a guardianship proceeding.
- C. Certification of Contractor: As part of the Competitive Solicitation process, a Contractor seeking a Contract covered herein by paragraph (a) shall certify that upon award of a Contract it will provide Equal Benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive to the Competitive Solicitation process.

- D. Exceptions to Contractor Offering Equal Benefits: The provisions of this section shall not apply where:
1. The Contractor does not provide benefits to employees' spouses; or
  2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
  3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association, or society; or
  4. The Contractor is a governmental agency; or
  5. More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this policy; or
  6. The Contract is for the lease of real property; or
  7. The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act); or
  8. The provisions of this section would violate or be inconsistent with grant requirements; or
  9. The Contract is necessary to respond to an emergency; or
  10. The Sheriff waives the requirements of this section in the best interests of the agency.
- E. Contracts: Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this policy. Every Contract shall include provisions for the following:
1. Contractor certifies and represents that it, and its assignees or successors in interest, will comply with this section during the entire term of the Contract.
  2. Failure of the Contractor to comply with this section shall be deemed a material breach of the Contract, entitling the Sheriff to pursue any remedy provided under applicable law and under provisions of said Contract.
  3. Sheriff may terminate the Contract, without incurring any liabilities, penalties, liquidated damages or early termination fees whatsoever, if the Contractor fails to comply with this section.
  4. Sheriff may retain all monies due or to become due until the Contractor complies with this section.

- F.       Applicable Dates: That this Policy shall become effective on adoption. This section shall be applicable to all Contracts meeting the definitions herein and awarded pursuant to Competitive Solicitations issued after the adoption of this policy. Contractors holding current Contracts at time of adoption of this policy shall be exempt from the provisions herein during the current term of said Contract.

**W-9**(Rev. October 2018) Department  
of the Treasury Internal Revenue  
Service**Request for Taxpayer  
Identification Number and Certification****Give Form to the  
requester. Do not  
send to the IRS.****Print or type  
See Specific  
Instructions  
on page 2.**

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or Single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
- ☐ Other (see instructions) ▶

4 Exemptions (codes apply  
only to certain entities, not  
individuals; see instructions  
on page 3):

Exempt Payee Code (if any)

Exemption from FATCA  
reporting code (if any)(Applies to accounts maintained outside  
the U.S.)

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

**Part I****Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

**Part II****Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign  
Here**Signature of  
U.S. person ▶

Date▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank.

Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2—The United States or any of its agencies or instrumentalities
  - 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  - 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5—A corporation
  - 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  - 7—A futures commission merchant registered with the Commodity Futures Trading Commission
  - 8—A real estate investment trust
  - 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
  - 10—A common trust fund operated by a bank under section 584(a)
  - 11—A financial institution
  - 12—A middleman known in the investment community as a nominee or custodian
  - 13—A trust exempt from tax under section 664 or described in section 4947
- The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>                                                                                                                                                             |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4                                                                                                                                                                                     |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G—A real estate investment trust
  - H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J—A bank as defined in section 581
  - K—A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan
- Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

What Name and Number To Give the Requester

| For this type of account:                  | Give name and SSN of:                                            |
|--------------------------------------------|------------------------------------------------------------------|
| 1. Individual                              | The individual                                                   |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first |

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

|                                                                                                                                                                                             |                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 3. Custodian account of a minor<br>(Uniform Gift to Minors Act)                                                                                                                             | individual on the account <sup>1</sup><br>The minor <sup>2</sup>       |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law                                          | The grantor-<br><br>trustee <sup>1</sup> The actual owner <sup>3</sup> |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner <sup>3</sup>                                                 |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))                                                                             | The grantor <sup>4</sup>                                               |
| <b>For this type of account:</b>                                                                                                                                                            | <b>Give name and EIN of:</b>                                           |
| 7. Disregarded entity not owned by an individual                                                                                                                                            | The owner                                                              |
| 8. A valid trust, estate, or pension trust                                                                                                                                                  | Legal entity <sup>4</sup>                                              |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                                                                   | The corporation                                                        |
| 10. Association, club, religious, charitable, educational, or other tax- exempt organization                                                                                                | The organization                                                       |
| 11. Partnership or multi-member LLC                                                                                                                                                         | The partnership                                                        |
| 12. A broker or registered nominee                                                                                                                                                          | The broker or nominee                                                  |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity                                                      |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))                                         | The trust                                                              |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,

- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**SCRUTINIZED COMPANY CERTIFICATE  
RLI # 23004AP**

**Emergency Equipment for Vehicles for Broward Sheriff's Office**

I, , representing  (name of corporation/partnership/agency hereinafter known as "Contractor, "Bidder" or "Proposer") am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of Solicitation No: , Solicitation Title:  ("Competitive Solicitation") and to a contract if an award is made ("Contract".)

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that Proposer is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer 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 engaged in business operations in Cuba or Syria,.

By:   20   
Signature Date

Printed Name and Title

Federal Employer Identification Number

Printed Name of Firm

Address of Firm



List any court cases, litigation, judgments, settlements of cases; and debarments and/or suspensions (Legal/other Actions) within the past three (3) years of the Proposer and/or its f

[illegible]

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**SUBMITTAL SECTION****RLI # 23004AP****Emergency Equipment for Vehicles for Broward Sheriff's Office**

1. **COMPANY PROFILE:** Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with legal company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

|                        |                                                                           |
|------------------------|---------------------------------------------------------------------------|
| <input type="text"/>   | <input type="text"/>                                                      |
| Legal Company Name     | Indicate if Corporation, Partnership<br>Or Individual submitting Proposal |
| <input type="text"/>   | <input type="text"/>                                                      |
| Company Street Address | Electronic Signature<br>Name of Officer Submitting Proposal               |
| <input type="text"/>   | <input type="text"/>                                                      |
| City, State, Zip Code  | Title of Officer Submitting Proposal                                      |
| <input type="text"/>   | <input type="text"/>                                                      |
| Federal ID Number      | E-Mail Address of Officer Submitting Proposal                             |
| <input type="text"/>   | <input type="text"/>                                                      |
| Telephone Number       | Cell # of Officer Submitting Proposal                                     |
| <input type="text"/>   |                                                                           |
| FAX Number             |                                                                           |

## A. If the Proposer is a corporation, answer the following:

1. Date of Incorporation:
2. State of Incorporation:
3. President's Name:
4. Vice President's Name:
5. Secretary's Name:
6. Treasurer's Name:

7. Name and Address of Resident Agent:

## B. If Proposer is a partnership, answer the following:

1. Date of Organization:
2. Name, address and ownership of all partners:

3. State whether a general or limited partnership:

## C. If Proposer an individual or other than a corporation or partnership, describe the organization and give the name and address of principals:

D. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statute (attach any documents,

E. Under what other former names has your organization operated?

F. If the Proposer name in BidSync is different than the Legal Company Name listed above, please explain why they are different.

G. SALE, ACQUISITION OR MERGER:

i. Is Proposer and/or Subcontractor(s) presently negotiating a sale, acquisition or merger?

Yes ☐

No ☐

ii. If yes, does this alter the Proposer's structure as stated in your response to this Solicitation?

Yes ☐

No ☐

If Yes, please explain:

H. Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐

No ☐

If Yes, please explain:

2. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Proposers must disclose if any BSO employee or their business.

Indicate either "yes" (A BSO employee or family member(s) is also associated with your business), or "no". If yes, give person(s) name(s) and p

Yes ☐

Name(s) and Position(s)

No ☐

3. **BROWARD COUNTY OCCUPATIONAL LICENSE # AND AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA:**

3.1 A copy of Proposer's Broward County Occupational License (if Broward County Firm) should be included in Proposal

Broward County Tax Receipt #

Expiration Date

Does your firm have a Broward County Occupational License?

Yes ☐

No ☐

If yes, label and attach file as "**Submittal Document 3.1**". Also, have you included a copy of your license in the proposal and attached as

Yes ☐

No ☐

3.2 Evidence that Proposer is authorized to do business in the State of Florida should be included in Proposal. (State of FL. Div. of Corpor Company Name).

State of FL, Div. of Corporations Document #

Date Filed (most recent)

Is your firm licensed to do business in the State of Florida?

Yes ☐ No ☐

If yes, label and attach file as “**Submittal Document 3.2**”. Also, have you included a copy of your license in the proposal and attached a

Yes ☐ No ☐

3.3 List other Licenses, include copy with Proposal and label as “**Submittal Document 3.3**”:

4. LITIGATION/JUDGMENTS/SETTLEMENTS/DEBARMENTS/SUSPENSIONS (LEGAL/OTHER ACTIONS):

Submit detailed information regarding all litigation, judgments, settlements of court cases relative to providing services as outlined in this s Proposer and its Principals. “Case” includes lawsuits, bankruptcy, administrative hearings and arbitrations. If an action has been filed, state court or agency before which the action was instituted, the applicable case or file number and the status or disposition for such reported acti firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint ve Also indicate if Proposer or its Principals have been debarred or suspended from doing business with any government agency and/or professor

“Principals” mean the following:

- (A) For a corporation, the corporate officers including president, vice-president, secretary and treasurer; directors; and shareholders who hav corporation means someone who owns, directly or indirectly, either more than 50 percent of the total combined voting power of all classe: ownership interest in the voting stock of the corporation.
- (B) For a partnership, association, trust or other entity, the managing members; general partners; and individuals who own more than 50 per in the partnership, association, trust, or other entity.
- (C) For a limited partnership, the managing members; general partners; and individuals who own either more than 50 percent, directly or indir or more than 50 percent, directly or indirectly, of the beneficial ownership interest in the membership interest of the limited liability compar
- (D) A parent and/or a subsidiary of your firm.

Has your firm or its “Principals” had any litigation, bankruptcy, judgments and, settlements of cases; and debarments and/or suspensions

Yes ☐ No ☐

If yes, please complete table below. (If the space/lines below are insufficient, create the below, label as Submittal Form 4 and upload into BidSync.)

| State the type of Action (litigation, bankruptcy, judgments, settlements, debarments and/or suspensions) | Name of Court, Regulatory Agency, etc. where action filed | Case/File No. | Date Action Filed/Initiated | List whether against the Proposer and/or its Principals (and provide legal name for each ("Named Parties")) | Provide a summary/natu |
|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------|-----------------------------|-------------------------------------------------------------------------------------------------------------|------------------------|
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5. COMMUNITY BETTERMENT PROGRAM:

Is your firm is a Broward County certified County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE)?

☐ Yes ☐ No

If Yes, include copy of certification with your Proposal. Label file as "**Submittal Document 5**" and upload into BidSync.

6. OTHER GOVERNMENTAL AGENCIES:

Please indicate if Proposer would be willing to extend this offer to other Florida Sheriff's Offices, other Florida Police Department and/or other F other agencies would be responsible for negotiating and entering into their own contract with awarded Proposer.

|                                     |                              |                             |
|-------------------------------------|------------------------------|-----------------------------|
| Other Florida Sheriff's Office(s)   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Other Florida Police Department(s)  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Other Florida Governmental Agencies | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

7. EXPERIENCE:

7.1 Number of years your firm has provided services as outlined in this Solicitation:

7.2 How long has your company been in business?

7.3 Has your firm had any contracts cancelled or not renewed in the last five (5) years?

Yes ☐ No ☐

If Yes, please explain:

Submit the following information with your Proposal:

7.4 Chronological history of company, including company background, mergers, buyouts, etc.) Label file as "**Submittal Document 7.4**" and

7.5 Corporate Leadership, Organizational Chart, Corporate awards/certificates. Label file as "**Submittal Document 7.5**" and upload into Bi

7.6 Qualifications. Each submittal should indicate the qualifications, including current and past experience, of the responding vendor as qualifications should be described in a brief narrative regarding the vendor's capabilities to carry out the services/project. The qualification

(a) *Experience Summaries* – For each key person that will be assigned to the services/project, the submittal must include an experie prior experience on similar services/projects, in similar roles, and outline the responsibilities the person will have in the cont attachment to the submittal.

Label file as "**Submittal Document 7.6. (a)**" and upload into BidSync.

(b) *Team Organization Chart* – A graphic representation of the team members that will be assigned to the service/project. The ch personnel that the firm will assign to the project.

Label file as "**Submittal Document 7.6. (b)**" and upload into BidSync.

(c) *Addresses* – The address of the office in which each key person currently works.

Label file as "**Submittal Document 7.6. (c)**" and upload into BidSync.

(d) *Prior Work Experience* – Each submittal should include a description of no less than three (3) services/projects similar in type described in the submittal should have been undertaken by the responding firm within the previous five (5) years.

Label file as "**Submittal Document 7.6. (d)**" and upload into BidSync.

7.7 Proposal should include a minimum of three (3) letters of references (see Submittal Document 7.7 Reference Form which should be p in the three (3) references by Proposer is similar to the services and requirements listed in Section 3.7 of the Scope of Services. I performance. Other verification methods may be utilized.

After having the three (3) references complete and sign Submittal Document 7.7 Reference Form, upload all three together into BidSy

Under Section 7, indicate whether you have attached the following files in your proposal and uploaded into BidSync:

|                             |                              |                             |
|-----------------------------|------------------------------|-----------------------------|
| Submittal Document 4        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Submittal Document 5        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Submittal Document 7.4      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Submittal Document 7.5      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Submittal Document 7.6. (a) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Submittal Document 7.6. (b) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |



|                             |                              |                             |
|-----------------------------|------------------------------|-----------------------------|
| Submittal Document 7.6. (c) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Submittal Document 7.6. (d) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Submittal Document 7.7      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |



## GENERAL TERMS AND CONDITIONS RLI # 23004AP

### Emergency Equipment for Vehicles for Broward Sheriff's Office

Pursuant to the Broward Sheriff's Office Procurement Standard Operating Procedures, the Broward Sheriff's Office invites qualified Proposers to submit Letters of Interest and Statements of Qualifications and Experience for consideration to provide services on the following project:

### Emergency Equipment for Vehicles for Broward Sheriff's Office

#### SECTION ONE – GENERAL

- 1.1. Proposals must be submitted electronically at [www.BidSync.com](http://www.BidSync.com) **on or before the specified time and date on the bid document.**
- 1.2. The vendor must provide their pricing, if applicable, through the designated line items listed on the BidSync website and complete and/or upload all the required documents included in the solicitation.
- 1.3. BidSync will not allow vendors to respond after the closing of the bid as specified. Late bids will not be accepted.
- 1.4. COST OF PREPARING/SUBMITTING RLI/ORAL PRESENTATION, ETC.: All cost(s) related to the preparation and submission of the RLI and oral presentations shall be borne by the Proposer.
- 1.5. CONFIDENTIAL & PROPRIETARY: Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and the **specific statutory exemption cited in your Proposal**. An incorrectly claimed exemption does not disqualify the Proposer, only the exemption claimed.

**Proposers should be aware that submitting confidential material may impact discussion of your submittal by the Selection Committee (S-C) and/or Technical Committee (T-C) as the Committee(s) will be unable to discuss details of the confidential material at public S-C meeting(s). Please note that the financial statement exemption provided for in Section 119.071(1) c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.**

**Any documents considered by Proposer to be confidential or proprietary under Florida Statute must be marked accordingly and submitted separately. BSO will not be responsible for delineating documents considered by Proposer to be confidential or proprietary.**

**Any claim of confidentiality on materials that Proposer asserts to be exempt and placed elsewhere in the Proposal will be considered waived by the vendor upon submission.**

- 1.6 **PUBLIC RECORD:** Pursuant to Florida law (including specifically but not limited to Section 119.0701, Florida Statutes), the CONTRACTOR must comply with all applicable public records law. Specifically, the CONTRACTOR shall:
- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
  - (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
  - (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 SHERIFF.
  - (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of CONTRACTOR or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the CONTRACTOR transfers all public records to SHERIFF 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.
  - (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall promptly forward the same to SHERIFF for SHERIFF'S records.

**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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin\_Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

1.7 **AGREEMENT PROVISIONS:**

- 1.7.1 Awarded Proposer agrees that any and all agreements resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Broward County, Florida. Awarded Proposer shall meet all State and

Federal certification requirements, and any other applicable laws, codes, rules, regulations and standards throughout the life of the Contract.

1.7.2 In the event no exceptions are included on the Agreement Exception Form, then Awarded Proposer agrees to the terms and conditions found within the attached Sample Agreement. In the event exceptions are included on the Agreement Exception Form by the Awarded Proposer, then BSO reserves the right, in its sole and absolute discretion, to accept or reject any or all of the proposed changes and if the parties cannot come to an agreement, BSO can proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO. Additionally, BSO reserves the right, at any time, to add, modify and delete any of the terms and conditions provided in the Sample Agreement subject to Awarded Proposer's agreement. In the event Awarded Proposer does not agree, BSO can either agree or proceed to negotiate with the next ranked Vendor per the Solicitation or cancel the Solicitation, whichever is in the best interests of BSO.

1.8 ASSIGNMENT: Proposer may not assign its rights and/or obligations without the prior written approval of the SHERIFF which may not be unreasonably withheld.

1.9 SUBCONTRACTORS/INDEPENDENT CONTRACTORS: Proposer may utilize subcontractors or independent contractors to fulfill the terms of any resulting agreement provided:

1.9.1 Written approval by BSO, and

1.9.2. Proposer remains liable for the acts of any subcontractors or independent contractors, and

1.9.3. Proposer indemnifies and defends the Broward Sheriff's Office from the acts or omissions of any subcontractor or independent contractor.

1.9.4. Insurance limits and requirements will be the same for any and all subcontractors as is defined in this RLI for Proposers unless otherwise agreed in writing by BSO.

1.10 COMMUNITY BETTERMENT: The Broward Sheriff's Office is committed to increasing participation of small businesses in Broward County projects as both prime contractors and subcontractors and to spurring economic development and stimulate small business growth through its partnership with Broward County. Proposers are encouraged to partner with the Broward Sheriff's Office in reinvestment efforts in the local community by obtaining certification as a County Business Enterprise (CBE) and/or a Small Business Enterprise (SBE) from Broward County.

1.11. NON-DISCRIMINATION: Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Proposer, its successors, transferees, and assignees for the period during which services are provided. The Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

- 1.12. AGENT/BROKERS: The Broward Sheriff's Office expects to deal directly with representatives of the Proposer submitting and signing the RLI proposal, and having authority to bind the Proposer.
- 1.13 INSURANCE: Throughout the term of this Agreement and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect the insurance coverage set forth in this article.

All Insurance Policies shall be issued by companies that (A) are authorized to transact business in the State of Florida, (B) have agents upon whom service of process may be made in Broward County, Florida, and (C) have a Best's rating of A-VI or better.

All Insurance Policies shall name and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO; the Sheriff; Broward County; and the Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractors, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable.

If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement to BSO and if not submitted with the executed agreement, in no event exceed three (3) calendar days after request to submit certificate of insurance, the Contractor shall be in default, and the Agreement shall be rescinded. Under such circumstances, the Contractor may be prohibited from submitting future solicitations to BSO.

Contractor shall carry the following minimum types of Insurance when services are being provided, installation/labor are being provided and any instance where your firm will be on BSO premises (Commercial General Liability is to be carried by all Contractors):

- 1.13.1 Commercial General Liability: Contractor shall carry Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations, Professional Liability and Personal Injury with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

1.13.2 Workers' Compensation: CONTRACTOR shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each disease, and \$500,000 for aggregate disease. Polici(es) must be endorsed with waiver of subrogation against BSO and Broward County.

1.13.3 Business Automobile Liability Insurance: CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

1.13.4 Umbrella or Excess Liability Insurance: CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

1.13.5 In addition to insurance requirements listed above, this project may require Builder's Risk as a condition precedent to the issuance of any Notice to Proceed, or commencement of any construction. Awarded party shall provide "All Risk" Completed Value from coverage with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils, except wind and flood.

1.14 INDEMNIFICATION:

Contractor shall indemnify, hold harmless and defend the SHERIFF, its officers, employees, agents, servants, designees, attorneys, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorney's fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of CONTRACTOR or its Staff. The SHERIFF reserves the right to select defense counsel.

Nothing in the resulting Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended from time to time.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

PLEASE NOTE: Additional Insurance Requirements may be required by BSO's Risk Management and if so will be incorporated into the terms and conditions of the Agreement.

1.15 RIGHT TO SEEK SUBSTITUTE PERFORMANCE:

If the Vendor/Contractor, or its sub-contractors (if any), defaults or neglects to carry out the work in accordance with the solicitation and/or Contract Documents and fails within a ten



(10) day period after receipt of written notice from the Broward Sheriff's Office to commence and continue correction of such default or neglect with diligence and promptness, the Broward Sheriff's Office may, without prejudice to other remedies the Broward Sheriff's Office may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Vendor/Contractor the reasonable cost of correcting such deficiencies, including the Broward Sheriff's Office's expenses and compensation for any additional services, made necessary by such default, neglect or failure. Notwithstanding the foregoing or any other provision within the solicitation and/or Contract Document to the contrary, the Broward Sheriff's Office has a right to claim an anticipatory breach of the contract by Vendor/Contractor and can demand assurance of performance at any time and if said assurance of performance from Vendor/Contractor is inadequate, the Broward Sheriff's Office at its sole discretion may immediately impose the remedy of substitute performance described herein without tendering any further notices to Vendor/Contractor.

Any and all subcontractors utilized are subject to the same background checks and other requirements as the employees of the Awarded Proposer.

- 1.16 Deficiencies in performance based on Awarded Proposer's failure to maintain required services will result in liquidated damages.

1.17 AUDIT

SHERIFF shall have the right to audit the books, records, and accounts of Awarded Proposer that are related to resulting Agreement. Awarded Proposer shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of SHERIFF shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, Awarded Proposer shall make same available at no cost to SHERIFF in written form. SHERIFF'S reasonable expenses and professional fees incurred by SHERIFF related to such an audit shall be reimbursed by Awarded Proposer if said audit reflects a variance in payments due SHERIFF that is deficient greater than 5% of the sums due SHERIFF under this Agreement.

Awarded Proposer shall preserve and make available, at reasonable times for examination and audit by SHERIFF, all financial records, supporting documents, statistical records, and any other documents pertinent to resulting Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by SHERIFF to be applicable to Awarded Proposer's records, Awarded Proposer shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Awarded Proposer. Any material entry that is incomplete or incorrect in such books, records, and accounts shall be a basis for SHERIFF's disallowance and recovery of any payment upon such entry.

- 1.18. Scrutinized Company Policies and Procedures: A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

- 1.18.1 is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;
- 1.18.2 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- 1.18.3 is engaged in business operations in Cuba or Syria

At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of One Million Dollars (\$1,000,000.00) or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

1.19 Verification of Employment Eligibility:

- 1.19.1 In accordance with, §448.095, Florida Statutes, Awarded Proposer shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Awarded Proposer enters into a contract with a subcontractor performing work or providing services on its behalf, Awarded Proposer shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 1.19.2 Every Awarded Proposer shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Awarded Proposer may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).
- 1.19.3 The Awarded Proposer certifies that:
  - 1.19.3.1. The Awarded Proposer and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
  - 1.19.3.2 The Awarded Proposer and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
  - 1.19.3.3 The Awarded Proposer will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
  - 1.19.3.4 The Subcontractor will provide the Awarded Proposer with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
  - 1.19.3.5 The Awarded Proposer must maintain a copy of such affidavit.
  - 1.19.3.6 The Broward Sheriff's Office may terminate this Agreement on the good faith belief that the Awarded Proposer or its Subcontractors knowingly

violated Florida Statutes 448.09(1) or 448.095(2)(c).

- 1.19.3.7 If this Agreement is terminated pursuant to Florida Statute 448.095(2)(c), the Awarded Proposer may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated.
- 1.19.3.8 The Awarded Proposer is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Agreement.

## 1.20 Foreign Influence:

Awarded Proposer represents and warrants that it has made any applicable disclosures to BSO which are required under Florida Statute 286.101(3)(a) pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

- 1.21. Federal System for Award Management (SAM) database: For formal solicitations where funding, in whole or in part, is through a federal grant:

- 1.21.1 By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- 1.21.2 The offeror should provide in its response the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used to verify that the offeror is registered in the SAM database.

- 1.21.3 No award will be made to an offeror listed on the SAM Excluded list.

- 1.22 Test Period: The following Test Period provisions apply to all RLIs. In the event the RLI is for the procurement of both service(s) and product(s), the service(s) and product(s) offered by Vendor must **both** be accepted by the Broward Sheriff's Office (BSO.)

### Test Period - Services

BSO reserves the right to require a test period to determine if the Vendor can perform services in accordance with the requirements of the RLI, and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO's decision to continue with the Vendor or to select another Vendor (if applicable).

### Test Period - Product

If the Vendor is offering an equivalent product, BSO reserves the right to require a test period to determine if the product meets the requirements of the RLI specifications and to BSO's satisfaction, in its sole and absolute discretion. Such test period can be from thirty to ninety days and will be conducted under all specifications, terms and conditions contained

in the RLI. If accepted by BSO, this trial period will then become part of the initial term as specified in the RLI.

A performance evaluation, the form of which will be at BSO's sole and absolute discretion and not the subject of a protest, will be conducted prior to the end of the test period and that evaluation will be the basis for BSO to continue with the Vendor or to select another Vendor (if applicable).

1.23 **Termination:** The Agreement and the parties' performance may be terminated upon the following events:

1.23.1 **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, the Agreement may be terminated on the terms and dates stipulate herein.

1.23.2 **Termination without Cause.** BSO shall have the right to terminate the Agreement without cause and for BSO's convenience by providing the Awarded Proposer with thirty (30) calendar days written notice. Awarded Proposer will be paid for services or goods delivered up to the date of termination.

1.23.3 **Termination for Cause.** In the event of a material breach of these terms and conditions, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate their performance and the parties' relationship immediately. Material breaches shall include but are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or these terms and conditions.

1.23.4 **Termination for Lack of Funds.** In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County (or if this Agreement is funded by way of a grant source, then in the event the funds to finance this Agreement become unavailable or are not allocated by that grant source), BSO may provide Awarded Proposer with thirty (30) days written notice of termination.

1.23.5 **Immediate Termination by BSO.** BSO, in his sole discretion, may terminate the Agreement immediately upon the occurrence of any of the following events:

1.23.5.1 Awarded Proposer's violation of the Public Records Act;

1.23.5.2 The insolvency, bankruptcy or receivership of Awarded Proposer;

1.23.5.3 Awarded Proposer's violation or non-compliance with NON-DISCRIMINATION Section of these terms and conditions; or

1.23.5.4 Awarded Proposer fails to maintain insurance in accordance with the INSURANCE Section of these terms and conditions.

1.23.5.5 Awarded Proposer submits a false certification as provided in Sections 1.18 through 1.20 above.

Neither the expected termination nor the expiration of the Agreement shall relieve Awarded Proposer, its employees and independent contractors from their contractual duty and ethical obligation to provide or arrange for services/products until the date of termination.

Notwithstanding any other provisions of these terms and conditions, the Awarded Proposer's duty to indemnify and defend BSO as set forth in these terms and conditions shall survive the termination or expiration of the Agreement.

- 1.24 **Non-Discrimination:** Awarded Proposer shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, sexual preference, national origin, physical or mental disability, marital status or medical status. Awarded Proposer shall comply with all applicable sections of the Americans with Disabilities Act. The Awarded Proposer agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the Awarded Proposer, its successors, transferees, and assignees for the period during which services/products are provided. The Awarded Proposer further agrees to ensure that its independent contractors/subcontractors are not in violation of the terms of this Section.

1.25 **CALEA Standards & Criminal Justice Information Services Standards**

1.25.1 If the Awarded Proposer is providing computer or telecommunication services that stores, transmits or copies (or facilitates any of the forgoing) data originating from BSO and/or Awarded Proposer is providing services offered by the Awarded Proposer interfaces with, or Awarded Proposer needs access to, any of the BSO'S Criminal Justice Information Systems ("CJIS") which contain Criminal Justice Information ("CJI") (as defined by the Federal Bureau of Investigations ("FBI") and the Florida Department of Law Enforcement ("FDLE") and includes but not limited to any notations or other written or electronic evidence of an arrest, detention, complaint, indictment, information or other formal criminal charge relating to an identifiable person that includes identifying information regarding the individual as well as the disposition of any charges) then the following provisions apply to this Agreement:

1.25.2 Ownership of all data originating from BSO and sent to, or hosted by, the Awarded Proposer remains the BSO'S exclusive property. To the extent that the Awarded Proposer needs access to such data to deliver the services contemplated within the parties' Agreement, the Awarded Proposer is allowed such limited access and limited use. Upon expiration of this Agreement for any reason, said limited access to the data shall expire and Awarded Proposer shall provide BSO copies of all data hosted and/or stored by Awarded Proposer under this Agreement in a commercially accepted downloadable format (for example, XLM format and WORD format) or allow BSO access to such data for downloading up to ninety (90) days after the termination of this Agreement without any additional cost or expense.

1.25.3 The storage (cloud storage or otherwise) of the data considered to be CJI shall only occur by Awarded Proposer in servers and/or data centers and/or computer systems physically located in the United States or its territories and Indian Tribes and/or Canada and subject to the respective governmental jurisdictions (U.S. federal government, individual U.S. State governments, U.S. Indian Tribes or the Royal Canadian Mounted Police).

1.25.4 The software and/or hosting services being provided by the Awarded Proposer to BSO shall use the latest security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO'S data will be stored in

mirrored, redundant, secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Awarded Proposer agrees to institute commercially reasonable restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this Agreement. Awarded Proposer shall provide layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Awarded Proposer shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Awarded Proposer shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO'S systems and/or services being provided by Awarded Proposer.

- 1.25.5 Awarded Proposer shall have in place a disaster recovery plan that includes the recovery of critical systems (i.e., systems that provide software services to customers) in event of Awarded Proposer's full or partial data center outage. The plan must include at a minimum, the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (i.e. suitable generator). The Awarded Proposer must be able to execute the disaster recovery plan within moments of a disaster declaration. Awarded Proposer must test its disaster recovery plan annually.
- 1.25.6 Awarded Proposer agrees to comply with all security protocols, handling, storing, hosting, transmitting and copying of CJI data on CJIS in accordance with the latest version of the Criminal Justice Information Services Security Policy (CSP) published and updated periodically by the FBI and can be found here: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center> and the most current CJIS Security Addendum approved by the Director of the FBI, acting for the U.S. Attorney General, as referenced in Title 28 CFR 20.33 (a)(7) both of which are incorporated herein by reference into the parties' Agreement.
- 1.25.7 Awarded Proposer shall comply with the FBI CJIS Security policy screening requirements for all staff, employees, subcontractors, agents and/or vendors that will have unescorted physical or logical access to criminal justice information and/or access to any Broward Sheriff's Office facility that is deemed a physically secure location. The screening consists of a state/national fingerprint-based background check and online Security Awareness training that is renewed every two years. Awarded Proposer may not fingerprint its own employees, subcontractors or agents and fingerprinting must be taken/rolled/printed by a recognized law enforcement agency or an FDLE-approved third-party vendor.
- 1.25.8 All of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors who access or handle in any way, BSO'S CJIS or CJI the appropriate security awareness training via the CJIS online application and update and maintain the same throughout the duration of this Agreement. Awarded Proposer shall maintain the Security Addendum Certification form mandated by CSP and provided by BSO'S CJIS Compliance unit to Awarded Proposer for each of Awarded Proposer's staff, employees, subcontractors, agents and/or vendors with access to BSO'S CJI or CJIS.
- 1.25.9 Awarded Proposer and any staff, employee, subcontractors, agents and/or vendors shall follow all requirements pertaining to their operations when accessing, storing, transmitting or handling CJI found in Florida Statute 501.171 and the FBI CJIS Security Policy.



1.25.10 If the services rendered by Awarded Proposer under this Agreement is in noncompliance with any FBI or FDLE regulations pertaining to the accessing, storing, transmitting or handling CJI, as updated and modified from time to time by FBI and/or FDLE, then Awarded Proposer shall take all necessary action to bring its services into compliance as soon as possible. BSO reserves the right to deny physical and/or logical access to a contractor that is deemed to be in noncompliance with these provisions. This is a material term of the Agreement and if such noncompliance is not timely remedied by Awarded Proposer, BSO may terminate the Agreement and Awarded Proposer shall allow BSO the ability to recapture BSO'S data as more fully described herein and Awarded Proposer shall facilitate BSO'S efforts in recovering said data from Awarded Proposer's systems.

## **SECTION TWO**

### **RLI PROCEDURES**

- 2.1 **SELECTION/NEGOTIATION PROCESS:** It is anticipated, but not required, that the RLI process will proceed in the following manner: A Selection Committee (SC) will be responsible for recommending the most qualified Proposer(s) with whom to begin negotiation of an agreement(s) for this project or to recommend rejection of all proposals or portions of proposal(s). Technical staff participation serves purely in an information gathering capacity unless additional authority is delegated by the SC.
- 2.2 **CONE OF SILENCE:** This project is under a "Cone of Silence" starting with the issue date of this RLI through contract signing. Any violation of this provision may result in the associated Proposer being removed from consideration at BSO's sole discretion. A complete definition of the **Cone of Silence** is found on the website at: <http://www.sheriff.org> (Use search box in Upper Right of Screen and type in Lobbyist) - click on "Purchasing Bureau" to access the **Lobbyist Policy**.
- 2.3. **ACKNOWLEDGEMENT/REQUEST FOR INFORMATION AND/OR CLARIFICATION(S):**
- 2.3.1. If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. BSO requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at [www.BidSync.com](http://www.BidSync.com). Such request must be received by the Question Deadline stated on BidSync.com. Questions received after the Question Deadline may not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. No change(s) or interpretation(s) shall be considered binding unless provided in writing in the form of an Addendum or in the "Ask a Question" section.
- 2.3.2. At its sole discretion, BSO may answer such inquiries by means of the "Ask a Question" tab or an addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be posted on BidSync. If any addendum is issued it shall be the responsibility of each Proposer, prior to submitting their response, to visit [BidSync.com](http://BidSync.com) to determine if addenda were issued and to make such addenda a part of their proposal.

2.3.3. **Addenda Acknowledgement:** The Proposer shall be required to acknowledge receipt of any formal addenda by electronic acceptance thru BidSync. Failure to accept a formal addendum in its Proposal shall deem it non-responsive; provided, however, that BSO may waive this requirement in its best interest.

2.4. **ADDENDA:** In the event that an inquiry is made by potential Proposer(s) in which the explanation requires substantial change to the solicitation, a formal Addendum will be issued which will require acknowledgment by Proposer through BidSync.

2.5 **MANDATORY/NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT REQUIREMENTS:** See Pre-Bid section in BidSync and Comments section in BidSync for Mandatory/Non-Mandatory Pre-Proposal meeting and Site Visit requirements.

2.6. **REVIEW OF PROPOSALS:** Each Proposer should submit documents that provide evidence of capability to provide the services required for this project. The Selection Committee, at its sole discretion will determine the responsiveness of a Proposal. Any non-responsive Proposal will be eliminated from further consideration. BSO reserves the right to accept or reject any or all Proposals, and/or waive irregularities and technicalities. BSO further reserves the right to take any other action that may be necessary or in the best interest of BSO; in proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the RLI. BSO further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposals, which in its judgment, best serves BSO. BSO further reserves the right to cancel this RLI and re-solicit if determined to be in its' best interest. BSO's decision(s) in dispute resolution(s) will be final.

2.6.1 BSO, in its sole discretion, may shortlist and request oral presentations from each of the shortlisted Proposers. If presentations/interviews are deemed necessary by the SC, each short listed Proposer will be contacted to advise of the date and time for presentations/interviews. Proposers are cautioned that their submittal should be as complete as possible in the event that oral interviews are deemed not necessary.

2.6.2 Proposers are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to BSO. The Broward Sheriff's Office will not consider oral/written communications after the due date of the RLI, except as otherwise set forth within this solicitation.

2.6.3 **PRESENTATIONS/INTERVIEWS:** The SC may provide a list of subject matters that must be discussed in the Proposer's presentation. Each short listed Proposer will be given equal time to make presentations, but the question-and-answer time may vary. In accordance with Florida Statute 286.0113, vendors' oral Presentations are exempt from public meetings requirements. Protecting such meetings ensures that the process of responding to a competitive solicitation remains fair and equitable for vendors. The recommendation to begin negotiations with the selected Proposer will be made by the SC and submitted for approval to the appropriate BSO authorities.

Selection of Proposer(s) is contingent upon the parties negotiating and executing a mutually acceptable agreement.

2.7. AWARD:

2.7.1 At BSO's sole discretion, BSO will award this RLI to the Proposer(s) that BSO determines is most qualified to perform the work.

2.7.2 Special conditions and scope of subsequent agreement(s) may vary as best serves BSO.

2.7.3 BSO reserves the right at BSO's sole discretion to waive irregularities and technicalities, postpone, accept or reject any and all proposals in whole or in part, and to cancel this RLI and re-solicit as is in BSO's best interest.

2.7.4 Withdrawal of Proposal: Any proposal may be withdrawn up until the solicitation closing date and time. Any proposals not withdrawn prior to closing date and time shall constitute an irrevocable offer for a period of 120 calendar days from the solicitation opening date. Proposers are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to this solicitation. Failure of the Proposer to examine all pertinent documents shall not entitle Proposer to any relief from the conditions imposed in the RLI.

2.7.5 Open-End Contract:

2.7.5.1 No guarantee is express or implied as to the total quantity of units to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only. BSO reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, any combination of the preceding.

2.7.5.2 Ordering: BSO reserves the right to purchase units specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, BSO reserves the right to claim such delivery from others without penalty or prejudice to BSO or to the Bidder.

2.8 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in this solicitation and in Proposals received; to request additional information, to exercise its discretion and to apply its judgment in all matters pertaining to the solicitation. BSO further reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities or to accept Proposals, which in its judgment best serves BSO. BSO further reserves the right to cancel this solicitation and re-solicit if determined to be in its best interest. BSO's decision in dispute(s) resolution(s) will be final. At BSO'S sole discretion, award will be made to Proposer that BSO determines is the most qualified responsive and responsible Proposer. BSO reserves the right to withdraw this solicitation without any award and/or "piggyback" off of another existing government contract and/or GSA.

2.9 BSO reserves the right to extend the same or similar services/products offered by Awarded Proposer to other BSO departments, without the need to issue a formal solicitation at the

discretion of BSO Purchasing Bureau Director.

- 2.10 Solicitation/Award Protest Procedure: BSO's Protest Procedure is located on our website: <http://www.sheriff.org> , (Use search box in Upper Right of Screen and type in Protest - click on **Protest Procedure**).

**AGREEMENT EXCEPTION FORM**

The completed form(s) should be returned with the Proposer's submittal. If not provided with submittal, it shall be deemed an affirmation by the Proposer that it accepts the terms and conditions of BSO's Agreement as disclosed in the solicitation.

The Proposer must either provide specific proposed alternative language on the form below. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

- ☐ There are no exceptions to the terms and conditions of the BSO Agreement as referenced in the solicitation; or
- ☐ The following exceptions are disclosed below: (use additional forms as needed; separate each Article/ Section number)

| Term or Condition<br>Article / Section | Insert version of<br>exception or specific<br>proposed alternative<br>language | Provide brief justification for change |
|----------------------------------------|--------------------------------------------------------------------------------|----------------------------------------|
| <input type="text"/>                   | <input type="text"/>                                                           | <input type="text"/>                   |
| <input type="text"/>                   | <input type="text"/>                                                           | <input type="text"/>                   |
| <input type="text"/>                   | <input type="text"/>                                                           | <input type="text"/>                   |
| <input type="text"/>                   | <input type="text"/>                                                           | <input type="text"/>                   |
| <input type="text"/>                   | <input type="text"/>                                                           | <input type="text"/>                   |

Legal Company Name:

Electronic Signature:

Company's Authorized Representative:

Name

Title

**CERTIFICATION REGARDING  
DEBARMENT AND SUSPENSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

**INSTRUCTIONS**

1. Each provider whose contract/subcontract contains federal monies or state matching funds must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. BSO cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will consist of federal monies, to submit a signed copy of this certification.
7. The Broward Sheriff's Office may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's file. Subcontractor's certifications must be kept at the contractor's business location.

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**CERTIFICATION**

The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.

Signature

Date

Name

Title

Company Name



## VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES. IF THIS FORM IS BEING REQUESTED AS PART OF A SOLICITATION, IT MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

In accordance with, §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>

Every Contractor shall, upon request, provide evidence of compliance with this provision to the Sheriff/BSO. Failure to comply with this provision is a material breach of an Agreement, and the Sheriff/BSO may choose to terminate the Agreement at any time at its sole discretion. Contractor may be liable for all costs associated with Sheriff/BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

The Contractor, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Broward Sheriff's Office, provide evidence of such compliance.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The Broward Sheriff's Office may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the Broward Sheriff's Office as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

Date



## Confidentiality Agreement

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**Note: To be completed by those involved in the solicitation process  
and for Successful Proposer employees involved in the project after award.**

WHEREAS Sheriff of Broward County ("SHERIFF") has entered into an Agreement with \_\_\_\_\_, an independent contractor, ("CONTRACTOR") wherein CONTRACTOR will be performing certain work and services for SHERIFF, more specifically described in the solicitation document.

WHEREAS, CONTRACTOR has assigned \_\_\_\_\_ ("Assignee") to perform such work on behalf of CONTRACTOR;

WHEREAS, when performing such work and providing such services Assignee may become aware of confidential information related to the business of the SHERIFF including, but not limited to, undercover vehicle information, criminal intelligence information, and criminal investigative information, and

NOW THEREFORE, in consideration of SHERIFF's using CONTRACTOR to perform services and for other good and valuable consideration Assignee agrees as follows:

I. Acknowledgment of Confidentiality. Assignee hereby acknowledges that (he / she) may be exposed to confidential information including, without limitation, criminal intelligence information, (*Circle one of the above*) criminal investigative information, blueprints, designs and plans (whether in hard copy or electronic format) and other information that is confidential or exempt from disclosure pursuant to federal, state or local laws, rules, codes, or regulations and other information designated as confidential ("Confidential Information"). Confidential Information does not include:

- (i) Information already known or independently developed by Assignee and/or CONTRACTOR;
- (ii) Information in the public domain through no wrongful act of CONTRACTOR and/or Assignee, or
- (iii) Information received by CONTRACTOR and/or Assignee from a third party who was free to disclose it.

II. Covenant Not to Disclose. With respect to the Confidential Information, Assignee hereby agrees that during the term of rendering services or performing work and at all times thereafter Assignee shall not use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose.

**IN WITNESS WHEREOF**, Assignee executes this Confidentiality Agreement on the date set forth below.

**(CONTRACTOR) EMPLOYEE/SUBCONTRACTOR**

\_\_\_\_\_

Electronic Signature (*Individual's Name*)

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

\_\_\_\_\_

Date

## REFERENCE FORM

**REFERENCE FORM - To be completed by Proposer's Client, not the Proposer****PROPOSER'S COMPANY NAME:** \_\_\_\_\_**Name of Reference Agency:** \_\_\_\_\_**Address of Reference:** \_\_\_\_\_**Contact Information of Reference:**\_\_\_\_\_  
Name\_\_\_\_\_  
Title\_\_\_\_\_  
Phone #\_\_\_\_\_  
E-Mail Address

1. Reference Company      a. Type of Business \_\_\_\_\_  
                                         b. Estimated # of employees \_\_\_\_\_
2. Project Name: \_\_\_\_\_
3. Project Amount: \_\_\_\_\_
4. Description of services provided by Vendor: \_\_\_\_\_  
\_\_\_\_\_
5. Vendor's role in Project: Prime Vendor      Subconsultant/Subcontractor
6. Would you use this vendor again? Yes No If No, please explain: \_\_\_\_\_  
\_\_\_\_\_
7. Contract term - begin/end dates that Proposer has provided Services to you.  
(If there were any breaks in services, please state reason and duration of the break):  
\_\_\_\_\_  
\_\_\_\_\_
8. Is Proposer still providing services to your agency? If not, please elaborate: \_\_\_\_\_  
\_\_\_\_\_
9. Is your agency satisfied with the level of service and staffing provided by Proposer? Please  
elaborate. \_\_\_\_\_  
\_\_\_\_\_
10. When a problem is encountered, is the Proposer responsive to your Agency's concerns?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSER'S COMPANY NAME:** \_\_\_\_\_

11. What is response time for addressing concerns? \_\_\_\_\_

12. Please share any information that may be helpful through your experience with your agency's experience regarding the services provided by the Proposer.

\_\_\_\_\_

\_\_\_\_\_

| Please rate your experience with the Vendor: | Needs Improvement | Satisfactory | Excellent | Not Applicable |
|----------------------------------------------|-------------------|--------------|-----------|----------------|
| <b>1. Vendor's Quality of Service</b>        |                   |              |           |                |
| a) Responsive                                |                   |              |           |                |
| b) Accuracy                                  |                   |              |           |                |
| c) Deliverables                              |                   |              |           |                |
| <b>2. Vendor's Organization:</b>             |                   |              |           |                |
| a) Staff expertise                           |                   |              |           |                |
| b) Professionalism                           |                   |              |           |                |
| c) Staffing Turnover                         |                   |              |           |                |
| d) Timeliness of Project                     |                   |              |           |                |
| e) Deliverables                              |                   |              |           |                |
| <b>3. Project completed within budget</b>    |                   |              |           |                |
| <b>4. Cooperation with:</b>                  |                   |              |           |                |
| a) Your Firm                                 |                   |              |           |                |
| b) Subcontractor(s)/<br>Subconsultant(s)     |                   |              |           |                |
| c) Regulatory Agency(ies)                    |                   |              |           |                |

**Additional Comments:** (provide on additional sheet if needed)

All information provided to BSO is subject to verification. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the BSO as a basis for rejection, rescission of the award, or termination of the contract.

-

-

\_\_\_\_\_  
Name & Signature of Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## NOTICE TO VENDORS PROVIDING SOCIAL SECURITY NUMBERS TO BSO

With regard to formal solicitations issued by the Broward Sheriff's Office (BSO), BSO requires a background check for any individual requesting to attend pre-bid conferences, site visits and/or work at secure facilities. In order to conduct the background check, the Broward Sheriff's Office collects the social security number for each such individual. Collection of your social security number is voluntary. If you choose not to provide your social security number to BSO for the purpose of a background check, you will not be granted access to secure areas, including jail facilities, and will not be able to attend pre-bid conferences and/or site visits, including those that are mandatory.

All social security numbers collected by the Broward Sheriff's Office are confidential and exempt from Florida's Public Records Act. Pursuant to s. 119.071(5), a public agency in Florida may request a social security number from an individual when it is imperative for the performance of the Agency's duties and responsibilities as prescribed by law.

Your social security number will not be utilized for any purpose other than the purpose stated.

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## INSURANCE CERTIFICATE SAMPLE

### BROWARD SHERIFF'S OFFICE

#### Quick Tips

#### Understanding the Acord Certificate of Insurance

**1. PRODUCER**  
Insurance Agent/Broker who issues certificate.

**2. NAME OF INSURED**  
Must be the legal name of the contracting party.

**3. TYPES OF INSURANCE**  
Must include the types of insurance required by contract.

**4. POLICY FORM**  
"Claims made" or "occurrence" form; see below for definitions.

**5. NAMED ADDITIONAL INSURED**  
The Broward Sheriff's Office must be named additional insured as written.

**6. CERTIFICATE HOLDER**  
Must be The Broward Sheriff's Office

**7. POLICY EFFECTIVE DATE**  
Must be prior to or coincidental with effective date of contract.

**8. POLICY EXPIRATION DATE**  
If occurrence form, date must be on or after termination of contract.

**9. LIMITS OF INSURANCE**  
Must be the same or greater than required by the contract and bid documents.

**10. DESCRIPTION OF OPERATIONS**  
name additional insured here; place & event sometimes described here.

**11. NOTICE OF CANCELLATION**  
Must be modified as indicated; 60 days required.

**12. AUTHORIZED REPRESENTATIVE**  
Must be signed, not stamped.

**ACORD . CERTIFICATE OF INSURANCE**

PRODUCER: Bill Jones Insurance Agency  
License #0C32505  
40 E. Main St., Ste. 1100  
FT. LAUDERDALE, FL 33312  
Ph. #: 800/693-005

INSURED: XYZ COMPANY  
P. O. Box 41229  
FT. Lauderdale, FL 33312

COMPANIES AFFORDING COVERAGE:

|                  |                                    |
|------------------|------------------------------------|
| COMPANY LETTER A | TRAVELERS INDEMNITY OF WISCONSIN   |
| COMPANY LETTER B | RELIANCE INSURANCE OF PENNSYLVANIA |
| COMPANY LETTER C | STATE INSURANCE COMPANY            |
| COMPANY LETTER D |                                    |
| COMPANY LETTER E |                                    |

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE. THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY

| COV. TYPE | TYPE OF INSURANCE                                                                                                         | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL RISKS | COV. LIMIT |
|-----------|---------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------|-----------------------------------|-----------|------------|
| A         | GENERAL LIABILITY<br>CLAIMS MADE OR OCCUR<br>FURNISHING CONTRACTS OR PRINTS                                               | NGA0105086-09  | 10/01/08                         | 10/31/09                          |           |            |
| B         | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTO<br>LEASED AUTO<br>HIRE/RENTAL<br>NON-OWNED<br>OTHER THAN UMBRELLA FORM | 1105081-01-2   | 11/01/08                         | 10/31/09                          |           |            |
| C         | EXCESS LIABILITY<br>UMBRELLA<br>OTHER THAN UMBRELLA FORM                                                                  | 46699898       | 11/01/08                         | 10/31/09                          |           |            |
| D         | WORKERS' COMPENSATION AND EMPLOYERS LIABILITY<br>OTHER                                                                    | JQA010-9087654 | 11/01/08                         | 10/31/09                          |           |            |

DESCRIPTION OF OPERATIONS (LOCATION, VEHICLES, RESTRICTIONS, SPECIAL USES)

Contractor agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

**CERTIFICATE HOLDER**  
THE BROWARD SHERIFF'S OFFICE  
2601 W BROWARD BLVD  
FT LAUDERDALE, FL 33312  
Attn: CONTACT PERSON

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.~~ LIBERALLY OF ANY AND ALL THE COMPANY'S REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
**Bill Jones**

ACORD 25-S (3/88) ©ACORD CORPORATION 1988

1. THE PRODUCER: Produces or orders Certificate for insured; answers questions, revises certificate to meet contract requirements.
2. NAME OF INSURED: Must be legal name of contracting party.
3. TYPES OF INSURANCE: Must include types required by contract.
4. POLICY FORM: Will indicate claims-made or occurrence form and Policy Expiration Date".

5. NAMED ADDITIONAL INSURED: The Certificate must name or endorse, either under Description of Operations or by attached endorsement, the following named herein as additional insured: The Broward Sheriff's Office, BSO, the Sheriff, Broward County, and Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies
6. CERTIFICATE HOLDER: Must be The Broward Sheriff's Office; address must include, department, contact person.
7. POLICY EFFECTIVE DATE: Must be prior to or coincidental with effective date of contract.
8. POLICY EXPIRATION DATE: For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
9. LIMITS OF INSURANCE: Must be same or greater than required by Contract or Bid document.
10. DESCRIPTION OF OPERATIONS: Review information in this section to determine it is consistent with contract.
11. NOTICE OF CANCELLATION: This language must be modified to read: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days' notice to the certificate holder named to the left."
12. AUTHORIZED REPRESENTATIVE: Must be signed by an authorized representative of Producer.

*Quick Tips: Understanding the Acord Certificate of Insurance • rev. 4/04 Risk Management, Broward Sheriff's Office*

**AGREEMENT**  
**BY AND BETWEEN**  
**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**  
**AND**  
**[Contractor's Name]**  
**FOR EMERGENCY EQUIPMENT FOR VEHICLES**  
**FOR BROWARD SHERIFF'S OFFICE**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA (hereinafter referred to as "BSO") and **[Contractor's Name]** a Florida **[Business Entity Type]** authorized to do business in the State of Florida with its principal place of business at **[Address 1, Address 2, City, State, Zip-Code]** (hereinafter referred to as "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, BSO issued RLI #23004AP (attached hereto and marked as Exhibit A) requesting letter of interest, and statement of qualifications and experiences for "Emergency Equipment for Vehicles for Broward Sheriff's Office's Public Safety Vehicles (hereinafter referred to as "Services"); and

**WHEREAS**, CONTRACTOR submitted a proposal (attached hereto and marked as Exhibit B) for said Services and was selected by BSO to provide such Services; and

**WHEREAS**, BSO and CONTRACTOR are desirous of entering into an agreement for CONTRACTOR to provide such Services to BSO.

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

**SECTION I**  
**DEFINITIONS**

Where the following terms occur herein, the intent and meaning shall be as follows:

- 1.1 **Agreement** means this document and the exhibits attached hereto.
- 1.2 **Facility(ies)** means the CONTRACTOR facilities that are used by CONTRACTOR to provide the services set forth herein.
- 1.3 **BSO** shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- 1.4 **Contract Administrator** - The designee of the BSO whose primary responsibility is to coordinate and communicate with CONTRACTOR and to manage and supervise performance and completion of this Agreement in accordance with the terms and

conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator. The Contract Administrator for this Agreement is Scott Barnett, BSO Fleet Manager or his designee.

- 1.5 **Contractor** shall mean **[CONTRACTOR'S NAME]** and its successors and assigns.
- 1.6 **Fleet** shall mean all of the DLE/Administration/Detention Fleet and the Fire Rescue Fleet vehicles, trucks, buses and other miscellaneous vehicles and/or vessels. Notwithstanding the forgoing and at the option of BSO, Fleet shall also include vehicles owned or operated by U.S. Marshall's Office (approximately 11 vehicles) and Attorney General's Fraud Unit (approximately 60 vehicles) or any other law enforcement or governmental entity that BSO currently has a memorandum of understanding or agreement in effect now or in the future pertaining to shared use of vehicle's or vehicles' maintenance, repair or towing of vehicles.
- 1.7 **Rework** shall be defined as any services provided to BSO that is deemed unacceptable and thus must be returned to the CONTRACTOR for the purposes of making corrections to the satisfaction of BSO.

## **SECTION II** **TERM**

- 2.1 The initial term of this Agreement shall be three (3) years commencing on **[Month Day, Year]** and expiring on **[Month Day, Year]**, unless otherwise extended or terminated in accordance with the terms of this Agreement.
- 2.2 BSO shall have the right to renew this Agreement for two (2) successive, one (1) year periods upon providing CONTRACTOR with written notice of its intent to renew at least thirty (30) calendar days prior to the end of the then current term upon the same terms and conditions contained herein.

## **SECTION III** **OBJECTIVES AND PERFORMANCE STANDARDS**

- 3.1 CONTRACTOR shall provide Services to BSO in accordance with the following performance standards:
- a. Provide the highest quality of Services and products to ensure the safety of BSO's employee at the most cost-effective manner possible;
  - b. Ensure that Services are completed in accordance with local, state and federal mandated safety requirements;
  - c. Accomplish all Services with maximum productivity, high quality of work and minimum use of labor, parts and materials;

- d. Provide the best value in terms of the quality and timely performance of Services;
  - e. Provide a technically competent, highly productive workforce that receives vigorous training to maintain their competency and establishing the highest degree of professionalism and business ethics when dealing with BSO's employees, subcontractors and vendors;
  - f. Obtain high quality parts at the least possible cost to minimize overall BSO fleet costs and keep annual contract costs within budgeted limits;
  - g. Maintain open communication with BSO's Contract Administrator and staff;
  - h. Establish and/or maintain a safety program that meets the highest industry standards;
  - i. Quickly respond to problems and perform personalized services that exceeds the best industry standards;
  - j. Maintain sufficient qualified staff in sufficient numbers to ensure that Services are performed in a timely manner;
  - k. Perform Services in such a manner that all work is planned and scheduled, if time permitting, to ensure minimum BSO vehicle downtime;
  - l. CONTRACTOR shall at all times coordinate and communicate with BSO on all Services and their status including explaining all delays, parts status, supplies of parts available and service issues.
- 3.2 CONTRACTOR shall meet all performance standards set forth herein. In the event BSO determines that CONTRACTOR consistently fails to meet and maintain the performance standards, BSO reserves the right to terminate this Agreement upon thirty (30) days prior written notice to CONTRACTOR or sublet Services to other vendors.
- 3.3 The omission of any standard regarding the Services to be provided hereunder shall be regarded as meaning that only the best commercial practice shall apply and that only material and workmanship of the finest quality shall be used.
- 3.4 The Services performed by CONTRACTOR under this Agreement may, at the option of BSO, be extended to providing the same Services at the same consideration rates to the U.S. Marshall's Office and/or the Attorney General's Fraud Unit or any other law enforcement agency or governmental entity that BSO has a memorandum of understanding with now, or in the future.



#### **SECTION IV** **NON-EXCLUSIVE AGREEMENT**

- 4.1 The parties hereby acknowledge and agree that this is a non-exclusive agreement, and that BSO reserves the unilateral and unconditional right to procure the Services from other vendors. BSO makes no guarantee or representation as to any minimum or maximum quantity of vehicle Services that will be required of CONTRACTOR under this Agreement.
- 4.2 CONTRACTOR, at the request of BSO, may submit a written quote/estimate for Services on a specific vehicle or group of vehicles, in a format determined by BSO. The quote/estimate shall be based upon the rates set forth in Exhibit B, which is attached and incorporated herein. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote increased rates above those identified in Exhibit B. BSO shall evaluate the quote/estimate received by the CONTRACTOR and other vendors under contract with BSO to provide Services. BSO reserves the right to reject all quotes/estimates. In the event BSO accepts CONTRACTOR'S quote/estimate, such quote/estimate shall serve as a basis in determining the consideration to be paid to CONTRACTOR for that specific vehicle or group of vehicles. The parties agree that the terms and conditions stated herein along with the CONTRACTOR'S quote/estimate for a specific vehicle shall serve as a binding agreement with regards to the work to be done on such vehicle or group of vehicles.
- 4.3 Upon consent of the CONTRACTOR, any governmental entity, agency or municipality within the State of Florida may utilize this Agreement to make purchases under the same pricing, terms and conditions of this Agreement with the development of their own contract or agreement ("Piggybacking"). In such cases of Piggybacking, all purchases made by other governmental entities pursuant to the terms and conditions of this provision and this Agreement, shall be transactions between the CONTRACTOR and the other governmental entity and BSO shall not be responsible for any such purchases. Additionally, in such cases of Piggybacking, BSO's service order shall take first precedence to other governmental entities service order.

#### **SECTION V** **SCOPE OF SERVICES**

- 5.1 **NORMAL HOURS OF OPERATION:** CONTRACTOR will provide its own Facility(ies) and supplies and equipment and personnel and shall provide Services under this Agreement during the minimum following times: 8:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays and weekends.
- 5.2 All work shall be done in conformity with ALL applicable local, state, and federal safety codes, ordinances, and regulations. Additionally, all products shall conform to the latest edition of the following standards:

**SAE International;  
NFPA (National Fire Protection Association);  
UL (Underwriters Laboratories Inc.);  
OSHA 1910.95 "Permissible Noise Exposure"; and  
Parts shall be either Original Equipment Manufacturer (OEM) or meet OEM standards.**

Any reference to published specifications or standards of any organization or association shall refer to the requirements of the specification or standard which is current on the date of the issuance of this RLI. In case of a conflict between referenced specifications or standards, the one having the most stringent requirements shall prevail.

- 5.3 CONTRACTOR will provide Services for BSO's vehicles in accordance with BSO's RLI #23004AP, which is attached as Exhibit A and incorporated herein and CONTRACTOR'S Proposal to RLI #23004AP which is attached as Exhibit B and incorporated herein, to include, but not necessarily be limited to, the following:
- a. Estimate Requirements: All estimates shall be in writing based upon the rates set forth in Exhibit B, which is attached and incorporated herein. CONTRACTOR shall prepare a preliminary estimate for Services of vehicle(s) within one (1) business day from delivery to CONTRACTOR'S facility or request from BSO. Notwithstanding the forgoing, CONTRACTOR may, at CONTRACTOR'S option, quote lower rates than those identified in Exhibit B, but not quote higher rates to BSO. All payments shall be made in accordance with the Section VI of this Agreement. All estimates shall indicate labor rate and labor hours; parts cost by component, and approximate time frame for completion. The CONTRACTOR shall submit the estimate to the BSO'S Contract Administrator. BSO must approve, in writing, all work/Service orders before CONTRACTOR performs the Services. In the event work is completed prior to BSO Contract Administrator's written approval, BSO will not be obligated to pay CONTRACTOR for such Services. With or without notice, BSO may inspect any vehicle delivered for Services or any of CONTRACTOR'S facility(ies).
  - b. Supplements: Supplemental estimates, additional cost of Services from hidden conditions beyond the original estimate, will be reviewed on a case-by-case basis and limited to maximum of ten percent (10%) of the original estimate. If BSO determines that the CONTRACTOR has excessive number of supplemental estimates, CONTRACTOR may be held in material breach of this Agreement by BSO.
  - c. Reporting of Turn Around Time: CONTRACTOR shall state in the Service estimate, the total turn around time for completion of Service for each vehicle. CONTRACTOR shall provide at the end of each Service completion on each vehicle, a detailed listing of the work performed, and equipment supplied, and hours worked. No markup or administrative fee, stocking or restocking fees will be added to the cost of parts or special-order parts under this Agreement other than those rates specifically identified in Exhibit B attached hereto.

- d. Reporting Quarterly: CONTRACTOR shall furnish BSO with quarterly reports showing the dollar amount for the total work performed within that quarter and a list of all vehicles receiving Services within the quarter. All reports must include a listing of all BSO vehicles serviced in that quarter to include a breakout of parts, labor, sublets, supplements and any installations or decommission work or rework or repairs. CONTRACTOR will provide other reports as requested by BSO.
- e. Cleanliness of Vehicles: CONTRACTOR shall use best efforts to ensure the vehicles are returned to BSO only after the vehicles are cleaned on the interior of the body – including dusted, washed and vacuumed.
- f. Parts and Materials: CONTRACTOR shall not be entitled to any markups on any parts and materials charged to BSO with the exception of those prices identified in Exhibit B attached hereto, if any. BSO reserves the right to review and audit CONTRACTOR'S original parts invoices anytime during this Agreement and benchmark these prices against other comparable market pricing and if such benchmarking reveals overpricing by CONTRACTOR for parts charged to BSO, then BSO shall be entitled to a credit or refund of the difference upon demand. BSO reserves the right to supply CONTRACTOR with new or used OEM parts to be used on BSO vehicles. CONTRACTOR shall be required to conduct thorough parts sourcing activities in order to supply BSO with the lowest cost for quality parts that are reasonably obtainable. CONTRACTOR shall keep in stock for BSO, at CONTRACTOR'S cost, expense and risk, sufficient number of commonly used parts and equipment normally and routinely used by BSO at the CONTRACTOR'S Facility(ies) to limit any delays in delivering Services to BSO and to reduce any waiting time for shipment of needed parts and equipment.
- g. Road Testing: Only if necessary, CONTRACTOR shall conduct a road or appropriate operations test on all vehicles and equipment CONTRACTOR will ensure that the vehicles and equipment are safe to operate prior to being returned to BSO for service. CONTRACTOR shall sufficiently temporally cover the emergency lights and BSO badge, logo and BSO markings while a vehicle is being test driven to avoid the public from viewing such markings. CONTRACTOR shall not operate emergency lights or audible emergency equipment unless necessary to establish the working functionality of the same and may do so only off public streets and away from public viewing. Only licensed and properly insured drivers shall operate vehicles when being test driven. CONTRACTOR is solely liable for any and all damages and/or losses whatsoever to BSO'S vehicle and property during said test drives.
- h. Materials: The materials, parts and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to ridged examination and standardization. All parts and equipment installed by CONTRACTOR in/on BSO vehicles must be new and not used or after-market. Items not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

- i. Transporting of Vehicles: The CONTRACTOR shall be responsible for all transportation of the BSO vehicles to/from BSO vehicle storage sites located at: i) The empty unpaved lot immediately north of the Paul Rein Detention Facility which is located 2421 N.W. 16<sup>th</sup> Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27<sup>th</sup> Avenue, Pompano Beach Florida 33069 (Collectively referred to herein as the "BSO Storage Site") CONTRACTOR shall burden the risk of loss or damage to the vehicles and all liability relating to the operation of said vehicles: a) while the vehicles are in the care, custody and control of the CONTRACTOR; b) while the vehicles are being operated by the CONTRACTOR; c) while the CONTRACTOR is transferring the vehicles to/from the BSO Storage Site and the CONTRACTOR'S Facility(ies).
- j. Quality Assurance: CONTRACTOR shall design, (subject to BSO approval), and implement a Quality Assurance Program for the Services rendered under this Agreement.
- k. Cost Containment: Both parties acknowledge that BSO's cost containment is a critical component of this Agreement. Both parties further acknowledge that BSO has a fixed budget allocation for Fleet maintenance and has a limited ability to supplant the Fleet budget to accommodate cost overruns. Both parties will actively strive to manage expenditures. CONTRACTOR shall be an active participant in helping to control costs under this Agreement. CONTRACTOR will use its best efforts to control all costs, fees, charges, and expenses charged to BSO under this Agreement and will actively seek out the lowest possible price points for all Services offered to BSO and pass along the savings to BSO during the entire term of this Agreement, and any extensions thereto.

CONTRACTOR will be responsible for any damages and/or losses whatsoever to BSO's property as applicable when such property is the responsibility or in the custody of the CONTRACTOR, his/her employees or Sub-Contractors. CONTRACTOR and his/her employees or Sub-Contractors shall return the serviced vehicle FOB to the designated BSO facility or BSO site.

#### 5.4 REPLACED PARTS

CONTRACTOR shall retain replaced parts for inspection and utilize an identification method to clearly indicate the vehicle in which the replaced parts were removed upon written request from BSO. BSO'S Contract Administrator will advise CONTRACTOR, in writing, if the replaced parts can be disposed of or whether such parts must be held in a secure location for investigation or other purposes.

#### 5.4 ENVIRONMENTAL/SAFETY

CONTRACTOR will continue its safety and environmental programs in order to ensure that its Facility(ies) are run in strict compliance with all federal, state and local law, statutes, rules and regulations while reducing and eliminating lost productive time due to accidents.

#### 5.5 EMERGENCY/NATURAL DISASTER

During any BSO declared emergency situations, such as unforeseen disturbances, riots, storms, hurricanes, tornadoes flooding or other acts of God, CONTRACTOR shall provide adequate staffing to assure the continued use of safe, operational vehicles and equipment. Such emergencies may occur at any time and may involve any number of employees, equipment, and vehicles. CONTRACTOR will mobilize its Facility(ies) and provide Services for the duration of the emergency situations. All emergency labor work will be billed at the hourly rate set forth in Section VI of this Agreement. Cost for parts and materials will be billed to BSO at actual cost unless specifically agreed to otherwise as identified in Exhibit B attached hereto. CONTRACTOR will accept emergency work requested by BSO. CONTRACTOR will give such emergency work priority over all other work at its Facility(ies). The required supply inventory will be mutually determined by BSO and CONTRACTOR.

#### 5.6 TOWING SERVICE

Upon request by BSO, CONTRACTOR shall provide towing services for BSO vehicles and equipment in Miami Dade, Broward or Palm Beach County to/from CONTRACTOR'S facility when said vehicle is inoperable as determined at the discretion of BSO and in need of Services. The cost of any BSO vehicle that is being towed from one of BSO'S service centers or to a subcontractor will be invoiced to BSO by CONTRACTOR, at no more than fifty dollars (\$50.00) per tow.

If CONTRACTOR is unable to provide towing services required by this contract, CONTRACTOR shall contract with one or more companies that are licensed, insured and capable of providing twenty-four (24) hour service calls. CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement.

CONTRACTOR will ensure that the towing vendor(s) is insured and capable of providing 24-hour service calls. In addition, CONTRACTOR is responsible for contracting only with companies that have sufficient insurance coverage to protect BSO and otherwise comply with the insurance provisions set forth in this Agreement. All tow company insurance policies shall name and endorse the following as additional insured: the Broward County Sheriff's Office, BSO, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies. Garage keeper's insurance will be required in addition to other insurance requirements listed herein.

Notwithstanding the forgoing, BSO may elect, at BSO's sole discretion, to utilize BSO's towing vendors (currently Mac's Towing, Westway Towing and A-Superior Towing) at BSO's cost and expense at any time.

## **SECTION VI** **CONSIDERATION/INVOICING**

### **6.1 CONSIDERATION**

The consideration payable by BSO to the CONTRACTOR for Services rendered pursuant to Agreement shall be at the rates as set forth in Exhibit B, which is attached and incorporated herein, including the bundling rates identified as Attachment A consisting of 7 consecutive pages within Exhibit B. Notwithstanding the forgoing, CONTRACTOR, at CONTRACTOR'S option, may quote and charge lower rates than those set forth in Exhibit B or provide discounts on those quotes/rates on any given job order or solicitation received from BSO.

The consideration represented within Exhibit B and Attachment A within Exhibit B shall remain the same for the initial term of the parties' agreement. Thereafter, on an annual basis the CONTRACTOR may request an increase or decrease in pricing represented in Exhibit B and Attachment A within Exhibit B, but only to the degree based on documented equipment manufacturer increases or documented CONTRACTOR'S operational expense increases and only to the extent of up to three percent (3%) per year or the current CPI index. BSO, at BSO's discretion, may agree to said price changes or deny such price changes in writing. If BSO rejects CONTRACTOR'S request for a price change, then the CONTRACTOR will continue to perform under this Agreement without any increase in prices charged to BSO. If a manufacturer of any parts or equipment offers price discounts to CONTRACTOR, CONTRACTOR shall pass on those price discounts to BSO.

### **6.2 MONTHLY INVOICE**

CONTRACTOR shall invoice BSO on a monthly basis for Services fully completed. The invoice shall include the following information:

- a. BSO purchase order number
- b. The date of the report
- c. Cost of labor
- d. Cost of subcontractor services
- e. Number of Cost of supplements
- f. Contract serial number
- g. BSO vehicle identification number
- h. Vehicle identification number
- i. Total number of reworks
- j. Total labor rates with labor hours
- k. Work order number
- l. Description of work performed and reason for repair
- m. Detail itemized parts listing and pricing and serial numbers of parts
- n. Vehicle Assigned Location (example: station, district or department).

All invoices without the above listed information may be returned by BSO to CONTRACTOR for corrections within ten (10) business days, thus delaying payment. The CONTRACTOR shall resubmit a revised/corrected invoice within three (3) business days of return. BSO reserves the right to request additional



documentation to be reviewed prior to paying any disputed portion of an invoice. Such documentation may include, but is not limited to, invoices to CONTRACTOR for subcontracted services. BSO shall pay CONTRACTOR within thirty (30) days of BSO'S receipt of the monthly invoice meeting the requirements above.

**6.3 END OF YEAR INVOICE:**

CONTRACTOR shall provide all invoices for work provided during a fiscal year (October 1 – September 30) in a timely manner and prior to October 10<sup>th</sup> of that calendar year. BSO will not be fiscally responsible to pay any invoices received during a fiscal year for work performed in a previous fiscal year except for the final invoice that is due prior to the October 10<sup>th</sup> date. The final invoice should state on the invoice that this is the final invoice for Fiscal Year (enter fiscal year #) and include the information listed above in Section 6.2.

**6.4 EXPENSES.**

Except as otherwise provided herein, CONTRACTOR shall be fully and solely responsible for any and all expenses incurred by CONTRACTOR in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. CONTRACTOR shall not, in any manner, incur indebtedness on behalf of BSO.

**SECTION VII**  
**TIME IS OF THE ESSENCE IN CONTRACTOR'S SERVICES**

Time is of the essence in CONTRACTOR'S rendering of Services under this Agreement.

**SECTION VIII**  
**HIDDEN DAMAGE OR CONDITIONS**

If during the course of rendering Services to any BSO vehicle, CONTRACTOR discovers additional work or repairs not included in the original estimate, CONTRACTOR shall contact BSO'S Contract Administrator for inspection and approval. Upon BSO'S Contract Administrator's written approval, a revised estimate shall be promptly prepared and delivered by CONTRACTOR to BSO's Contract Administrator.

**SECTION IX**  
**REWORK**

9.1 CONTRACTOR must provide professional workmanship and avoid Rework repairs. Excessive Reworks will affect job allocations and may, in BSO'S sole discretion, result in immediate default of this Agreement. All installations and fabrications are subject to BSO'S quality control inspections. All Rework shall be performed at no additional cost to BSO.

9.2 CONTRACTOR should track and identify Rework utilizing it's approved automated fleet management system and shall not include in the monthly statement, any costs

for Reworks occurring less than the scheduled time after the original repair. In the case of a Rework, CONTRACTOR shall correct any resultant deficiency at no additional cost to BSO. BSO shall not pay any costs associated with Rework including, but not limited to towing fees, cost of actual Rework and repair or cost for additional damages and penalties as a result of repair omissions or improper initial repair by CONTRACTOR. Reworks shall be classified as priority of other Service orders.

- 9.3 If there is a dispute about a Rework repair, such dispute shall be resolved by BSO's Contract Administrator and CONTRACTOR'S representative.

## **SECTION X**

### **LIABILITY/INDEMNIFICATION**

- 10.1 CONTRACTOR shall, at all times hereafter, indemnify, hold harmless (and, at the option of BSO'S counsel, defend or pay for an attorney selected by BSO'S counsel to defend) the Broward Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents, employees and commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, employees, servants, independent contractors or subcontractors in the performance of this Agreement or the Services rendered by CONTRACTOR.
- 10.2 CONTRACTOR shall inform BSO in advance of planned actions and/or conduct related to CONTRACTOR'S handling of any such action or claim. BSO shall inform CONTRACTOR of any known restrictions, defenses or limitations which may arise or exist by reason of BSO being a governmental entity.
- 10.3 BSO shall not be liable for and CONTRACTOR agrees to indemnify BSO against any liability resulting from injury or illness, of any kind whatsoever, to CONTRACTOR'S employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.
- 10.4 Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the BSO'S immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
- 10.5 The above indemnification provisions shall survive the expiration or termination of the Agreement.
- 10.6 CONTRACTOR shall be responsible for any loss or damage to BSO vehicles, equipment or property from acts of theft, burglary, or vandalism, while such vehicles, equipment and property are in CONTRACTOR'S care, custody or control or while such vehicles, equipment and property are in the CONTRACTOR'S employees',

agents', representatives', or subcontractors' care custody or control. If the loss or damage to a vehicle, regardless of the location of the vehicle, results from theft or mishandling of that vehicle keys in CONTRACTOR'S possession, then CONTRACTOR shall be liable for such loss or damage to the vehicle.

## **SECTION XI**

### **DIRECT DELIVERY OF VEHICLES DIRECTLY TO FACILITIES**

CONTRACTOR may receive BSO vehicles directly from BSO for Services and coordinate the timing of such delivery of vehicles for immediate Services or for storage in contemplation of future Services to the vehicles. CONTRACTOR shall, upon request by BSO and for no additional charges to BSO, coordinate and arrange directly with vehicle manufacturers, resellers, suppliers or distributors supplying BSO with new or refurbished vehicles for delivery directly to CONTRACTOR'S facility(ies) (hereinafter referred to as "drop ship"). CONTRACTOR, at no additional cost or expense to BSO, CONTRACTOR shall:

- a. Accept a dealer's "drop ship" or direct ship vehicles to CONTRACTOR'S Facility(ies);
- b. Check in, inspect and sign on behalf of BSO each "drop ship" vehicle to CONTRACTOR'S facility; and
- c. If any issues are identified with a vehicle, CONTRACTOR shall immediately notify BSO and BSO will follow up with the selling dealer to determine a course of action.

## **SECTION XII**

### **CONTRACTOR'S EMPLOYMENT & STAFFING LEVEL RESPONSIBILITY**

- 12.1 Any person(s) utilized by CONTRACTOR to fulfill the terms and conditions of this Agreement shall be deemed agents, subcontractors, servants, or employees of CONTRACTOR, not of BSO.
- 12.2 Accordingly, CONTRACTOR shall be responsible for assuming all employment related costs and expenses including, but not limited to, the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 441, FSA), or other CONTRACTOR provided employee fringe benefits.
- 12.3 CONTRACTOR shall adopt working conditions that meet all local, state, and federal laws, statutes, ordinances, codes, rules, and regulations.
- 12.4 CONTRACTOR'S staffing level for this Agreement shall be adequate to provide the services contemplated herein. CONTRACTOR shall provide EVT certified installers and technicians. CONTRACTOR shall keep and maintain all personnel and manufacturing certifications mentioned in Exhibit B.
- 12.5 In accordance with, §448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired

during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Contractor shall, upon request, provide evidence of compliance with this provision to BSO. Failure to comply with this provision is a material breach of an Agreement, and BSO may choose to terminate the Agreement at its sole discretion. CONTRACTOR may be liable for all costs associated with BSO securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

### **SECTION XIII** **CONTRACTOR'S FACILITY(IES)**

#### **13.1 LOCATION OF SERVICE**

CONTRACTOR shall perform the services described herein at the CONTRACTOR'S facility(ies) within Broward County, Florida. CONTRACTOR shall be responsible for any and all maintenance, repairs and capital improvements to the CONTRACTOR'S facilities.

#### **13.2 FACILITY COMPLIANCE**

CONTRACTOR shall ensure that CONTRACTOR'S facility(ies) are operated in compliance with all local, state, and federal laws, statutes, ordinances, rules, orders, and regulations.

#### **13.3 FACILITY SAFETY & SECURITY**

In addition to all the CONTRACTOR'S facility(ies) security and safety systems described in Exhibit B, CONTRACTOR shall provide 24/7 secure, fenced in and security camera monitored security system protected storage for all BSO vehicles and/or parts/equipment provided to CONTRACTOR for Service. CONTRACTOR shall burden all risk of loss and/or damage to that occurs to BSO vehicles and/or parts/equipment that have been placed physically with the CONTRACTOR for Services. CONTRACTOR shall be considered a bailee of these vehicles and/or parts/equipment and CONTRACTOR shall keep all vehicles and/or parts/equipment in covered, secured inside storage structure away from all elements and rain. CONTRACTOR'S facility(ies) shall conform to all applicable municipal, county, state and federal codes, with no exceptions.

### **SECTION XIV** **EQUIPMENT, TOOLS, AND FURNITURE**

- 14.1 CONTRACTOR, at its cost, shall be responsible for equipping the CONTRACTOR'S facility(ies) with all equipment, tools and supplies necessary for CONTRACTOR to efficiently perform the Services described herein.
- 14.2 CONTRACTOR will be responsible for the cost of the upkeep, repair, replacement, and purchase of the Facility(ies)' equipment, tools, and furniture necessary to perform the highest level of service in a timely manner. Additionally, CONTRACTOR and will pay for any and all parts and accessories needed to maintain the equipment, tools and furniture in proper working condition and good running order.

#### **SECTION XV** **PERMITS, TAXES, AND LICENSES**

CONTRACTOR, at its sole expense, shall obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local, state and federal laws, statutes, ordinances, codes, rules, and regulations applicable to the services provided herein.

#### **SECTION XVI** **INSURANCE**

- 16.1 Throughout the term of this Agreement and for all applicable statutes of limitations periods, CONTRACTOR shall maintain in full force and effect the insurance coverages set forth in this Section.
- 16.2 All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.
- 16.3 All insurance policies shall name and endorse the following as additional insureds: the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members with a CG026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement to the liability policies.
- 16.4 All insurance policies shall be on an occurrence basis and shall be endorsed to provide that (a) CONTRACTOR'S insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and (b) CONTRACTOR'S insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- 16.5 Waiver of Subrogation – CONTRACTOR agrees by entering into this agreement to a Waiver of Subrogation, against the Broward Sheriff's Office and Broward County for each required policy herein. When required by the insurer, or should a policy condition not permit CONTRACTOR to enter into a pre-loss agreement to waive

subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

16.6 CONTRACTOR shall carry the following minimum types of insurance and submit insurance information with the proposal including aggregate limits:

- a. Workers' Compensation Insurance. CONTRACTOR shall carry Worker's Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for aggregate disease.
- b. Commercial General Liability Insurance. CONTRACTOR shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for Bodily Injury and Property Damage. The insurance policy must include coverage that is not more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
- c. Employee Fidelity Coverage: Coverage A – CONTRACTOR shall carry Employee Fidelity with minimum limit of One Million Dollars (\$1,000,000).
- d. Business Automobile Liability Insurance. CONTRACTOR shall carry Business Automobile Liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy must be no more restrictive than the latest edition of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include coverage for any damage or loss caused by CONTRACTOR when operating or storing or repairing BSO vehicles.
- e. Garage Keepers Liability/Garage Liability Insurance: CONTRACTOR must carry Garage Keepers Liability (Direct Primary Coverage) insurance policy or policies to protect BSO's vehicles from losses resulting from perils such as fire, vandalism, and theft while such vehicles are in the care, custody and control of CONTRACTOR in an amount of no less than two million dollars (\$2,000,000.00) and to



include loss of use of BSO's property. Additionally, CONTRACTOR shall carry Garage Liability insurance of not less than \$2,000,000 per occurrence to cover third party injuries and/or property damage caused by the garage operations.

- f. Cargo/On-Hook: CONTRACTOR must carry Cargo/On-Hook coverage at a minimum of \$100,000 per vehicle. Coverage shall include both the unit being towed and its contents.
- f. Umbrella or Excess Liability Insurance. CONTRACTOR may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for any of the policies noted above. CONTRACTOR agrees to name and endorse the Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, agents, employees and commission members as additional insureds.

- 16.7 CONTRACTOR shall provide BSO'S Director of Risk Management and BSO'S Contract Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of insurance and coverages required by this Section prior to award of the contract, and, at any time thereafter, upon request by the BSO.
- 16.8 CONTRACTOR's insurance policies shall be endorsed to provide BSO with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Broward Sheriff's Office  
Attn.: Contract/Lease Manager  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office  
Attn: Director of Risk Management  
2601 West Broward Boulevard  
Fort Lauderdale, Florida 33312

- 16.9 If CONTRACTOR'S insurance policy is a claims made policy, then CONTRACTOR shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or

by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

- 16.10 If any of CONTRACTOR'S insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this Section.
- 16.11 The provisions of this Section shall survive the expiration or termination of this Agreement.
- 16.12 Payment. If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, Contractor shall not receive payment from BSO until such time that BSO has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective as of the lapse date. BSO, in its sole discretion, may terminate the Agreement immediately and no further payments shall be due to Contractor.

#### **SECTION XVII** **WASTE & DISPOSAL OF PARTS**

- 17.1 CONTRACTOR shall, at CONTRACTOR'S expense, comply with all laws regulating the use, generation, release, manufacture, refining, storage, transportation, or disposal of hazardous substances relating to the CONTRACTOR'S facility(ies) and/or Services rendered under this Agreement. CONTRACTOR shall promptly provide all information regarding the use, generation, release, manufacture, refining, storage, transportation or disposal of hazardous substances that is requested by BSO.
- 17.2 Any and all used parts removed from BSO vehicles shall be either returned to BSO or at the option of BSO, properly destroyed by CONTRACTOR.

#### **SECTION XVIII** **INSPECTION OF WORK**

CONTRACTOR shall furnish BSO or BSO authorized representative(s) with every reasonable opportunity to determine whether or not the work is performed in accordance with the requirements of this Agreement. BSO may appoint qualified persons to inspect the CONTRACTOR'S and/or subcontractor's operations and equipment, and CONTRACTOR shall permit these authorized representative(s) to make such inspections at a reasonable time and place.

#### **SECTION XIX** **WARRANTY**

CONTRACTOR shall warrant and guarantee work performed by CONTRACTOR or its subcontractors for a minimum of five (5) years.

- a. All parts installed by CONTRACTOR on/in BSO vehicles shall be covered for a minimum of five (5) years by original equipment manufacturer's or reseller's warranties and said warranties shall name BSO as the owner and holder of such warranties when possible. CONTRACTOR will take all steps in facilitating the naming BSO as the owner and holder of all such warranties;
- b. All work is fully and completely warranted for by original equipment manufacturer's or reseller's warranties, and if there is no such original equipment manufacturer's or reseller's warranties, then for five (5) years after the date of the completion of the CONTRACTOR'S Services to the vehicle;
- c. CONTRACTOR shall provide any repeat repairs/work that is required and that falls within the warranty period at no additional labor, parts, administrative fees or subcontractor charge to BSO; and
- d. The materials, parts and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Materials, parts and supplies not meeting these requirements shall be replaced at no cost to BSO upon due notice of deficiency.

## **SECTION XX** **REPORTING / RECORDS**

- 20.1 CONTRACTOR shall provide BSO's authorized representatives access, at reasonable times, to all electronic and hard data-copy books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memorandum of every description, pertaining to the work under this Agreement for the purpose of auditing and verifying costs of the work performed, upon prior notice to CONTRACTOR. CONTRACTOR shall generate any and all reports, records and documentation requested by BSO's Contract Administrator(s).
- 20.2 CONTRACTOR will maintain its current digital and computerized files and system tracking each vehicle by its Vehicle Identification Number (VIN) and make/model and service dates, which shall include color photographs of the vehicles and equipment/repairs, documenting all repairs and Services rendered to all vehicles and allow BSO access or copies of the same upon BSO at no additional cost or expense. Said digital and computerized files and system shall be backed up automatically no less than once every twenty-four (24) hours and stored in a separate "mirror image", duplicate server or data storage device at all times. Said

digital and computerized files and system shall be preserved at least for ten (10) years after the rendering of the Services to each vehicle.

- 20.3 CONTRACTOR shall maintain a complete file of service manuals, service bulletins, charts and other such information needed to properly render Services to BSO's Fleet. A hard copy history folder shall be maintained by CONTRACTOR for each BSO vehicle and piece of equipment. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and VIN along with invoice information.
- 20.4 CONTRACTOR agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer.
- 20.6 If CONTRACTOR'S books, records and other documents relevant to the services provided by CONTRACTOR pursuant to this Agreement are not sufficient to support and document that such services were provided, BSO shall notify CONTRACTOR in writing of the unsubstantiated services and BSO has the option of either adjusting any future invoice submitted by CONTRACTOR by the amount of the unsubstantiated services or to require repayment of the unsubstantiated amount by CONTRACTOR'S issuance of a check payable to BSO.
- 20.7 If at any time it is determined by BSO that a cost for which payment has been made is a disallowed cost, BSO shall notify CONTRACTOR in writing of the disallowance which shall be at the option of BSO either to adjust any future invoice submitted by CONTRACTOR by the amount of the disallowance or to require repayment of the disallowed amount by CONTRACTOR.

BSO shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to the Services. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, CONTRACTOR shall make same available at no cost to BSO in written form.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by BSO, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is

determined by BSO to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof.

20.8 Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), CONTRACTOR must comply with all applicable public records laws. Specifically, CONTRACTOR shall:

- (a) Keep and maintain public records required by BSO to perform the services contracted for in this Agreement.
- (b) Upon request from BSO, BSO'S designee or BSO'S custodian of public records, provide BSO or designee with a copy of the requested records or allow the records to be inspected or copied, at BSO or designee's sole option, within a reasonable time at no cost to BSO.
- (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 BSO.
- (d) Upon completion of the contract, transfer, at no cost, to BSO all public records in possession of CONTRACTOR or keep and maintain public records required by BSO to perform the services contracted for in this Agreement, at BSO'S sole option. If the CONTRACTOR transfers all public records to BSO 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.
- (e) All public records stored electronically by the CONTRACTOR pertaining to the services contracted for in this Agreement must be provided to BSO, upon request from the BSO, or BSO'S designee or BSO'S custodian of records, designee, in a format that is compatible with the information technology systems of BSO.

**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: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 [Erin\\_Foley@sheriff.org](mailto:Erin_Foley@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

In the event CONTRACTOR receives a public records request related to this Agreement and the services provided hereunder, CONTRACTOR shall provide BSO

with written notice of the request accompanied by a copy of such request at least five (5) calendar days prior to the distribution of any of the requested records.

### **SECTION XXI** **MEETINGS**

At the request of BSO's Contract Administrator, CONTRACTOR will meet with BSO personnel to discuss any issues related to fleet maintenance and repairs.

### **SECTION XXII** **ANNUAL PERFORMANCE REPORT**

CONTRACTOR shall submit an annual report to BSO that reviews CONTRACTOR'S performance in relationship to the term and conditions of this Agreement. The format of the report and due date will be mutually agreed upon between CONTRACTOR and BSO.

### **SECTION XXIII** **INDEPENDENT CONTRACTOR**

CONTRACTOR shall at all times be an independent contractor under this Agreement, rather than an employee, agents, or representative of BSO, and no act, action, or omission to act by CONTRACTOR shall in any way obligate or bind BSO.

### **SECTION XXIV** **SUBCONTRACTING**

- 24.1 CONTRACTOR shall not subcontract the Services to be performed hereunder without BSO'S Contract Administrator's prior written approval. Such approval shall not be construed as making BSO a party to such subcontract, nor shall approval be construed as subjecting BSO to liability of any kind to any subcontractor. Subcontracting shall not relieve CONTRACTOR of its responsibilities and obligations under this Agreement.
- 24.2 A list of all subcontractors CONTRACTOR intends on using to perform the Services contemplated herein is set forth in Exhibit C (if any), which is attached and incorporated herein and such list is approved by BSO.

### **SECTION XXV** **TERMINATION**

- 25.1. Termination by Mutual Agreement. In the event the BSO and CONTRACTOR mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- 25.2. Termination Without Cause. BSO shall have the right to terminate this Agreement without cause by providing CONTRACTOR with thirty (30) calendar days written



notice via certified mail, return receipt requested or via hand delivery with proof of delivery or e-mail to CONTRACTOR.

- 25.3. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- 25.4. Immediate Termination by BSO. BSO, in its sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:
- a) CONTRACTOR'S violation of the Public Records Act;
  - b) The insolvency, bankruptcy or receivership of CONTRACTOR;
  - c) CONTRACTOR'S violation or non-compliance with Section XXX, Civil Rights Requirements;
  - d) CONTRACTOR'S failure to maintain insurance in accordance with Section XVII, Insurance; or
  - e) CONTRACTOR'S violation of Florida Statute §448.095, Employment Eligibility.
- 25.5. Neither the termination nor the expiration of this Agreement shall relieve CONTRACTOR, or its employees from their contractual duty and ethical obligation to provide or arrange for services under this Agreement until the date of termination.
- 25.6. Notwithstanding any other provisions of this Agreement, CONTRACTOR'S duty to indemnify and defend BSO as set forth herein shall survive the termination or expiration of this Agreement.

#### **SECTION XXVI** **WAIVER**

It is agreed that no waiver or modification of this Agreement or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that evidence of any waiver or modification shall not be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed.

#### **SECTION XXVII** **SURVIVORSHIP OF BENEFITS**

This Agreement shall be binding on and inure to the benefit of the respective parties and their successors and assigns.

#### **SECTION XXVIII**

## **ENTIRE AGREEMENT**

This Agreement, including this document and all Exhibits incorporated herein, is the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements are merged herein or superseded hereby. If there is a conflict between this document and any of the attached Exhibits hereto, then this document shall control, then Exhibit A, then Exhibit B and then Exhibit C in that order. Notwithstanding the forgoing, in the event there is a conflict between the terms and conditions of any of the documents comprising this Agreement, the terms and conditions that are most favorable to BSO shall be controlling regardless of the location of those terms and conditions within the documentation. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties.

## **SECTION XXIX** **SEVERABILITY**

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect.

## **SECTION XXX** **CIVIL RIGHTS REQUIREMENTS**

- 30.1 CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act.
- 30.2 CONTRACTOR shall not discriminate on the basis of race, age, religion, color, gender, national origin, sexual affinity, sexual orientation, sexual identity, marital status, or physical or mental disability.
- 30.3 CONTRACTOR agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. CONTRACTOR will ensure that all subcontractors, are not in violation of the terms of this Section.

## **SECTION XXXI** **CONFIDENTIALITY**

- 31.1 To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description, except for information necessary to properly render Services under this Agreement and to the BSO Fleet. The parties stipulating that as between them, the

aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of BSO, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this agreement. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to BSO, that the remedy at law for any such violation or threatened violation will not be adequate and that BSO shall be entitled to temporary and permanent injunctive relief.

- 31.2 It is acknowledged by the parties that certain property owned by BSO is sensitive in nature and requires concerted efforts by the CONTRACTOR to ensure that the sensitive nature of such property is not compromised. Vehicles designated by BSO as unmarked, and/or surveillance vehicles shall be serviced by the CONTRACTOR. CONTRACTOR shall insure that the confidential and sensitive nature of these vehicles (and the BSO personnel operating them), including, but not limited to, the special equipment inside the vehicles, is maintained by CONTRACTOR, its employees and subcontractors. CONTRACTOR'S employees and subcontractors providing services pursuant to this Agreement will be required to sign the confidentiality agreement, which is attached hereto as Exhibit D. Security by the CONTRACTOR shall include, but not be limited to:
- a. Not discussing these vehicles, (except on site where it pertains to the Services under this Agreement).
  - b. Prohibiting handling and tampering with special machinery, tools and equipment of any kind.
  - c. Insuring that the integrity of vehicle/truck technicians and other staff and subcontractors is maintained at all times.
  - d. Prohibiting the photographing or recording of such vehicles (except to the extent necessary to document the Services rendered to the vehicle in accordance with section 20.2 of this Agreement) and/or their BSO operators
  - e. Prohibiting the photographing, recording or revealing any BSO employee operating undercover, unmarked vehicles.
- 31.3 CONTRACTOR shall incorporate the foregoing provisions of this Section in all of its authorized subcontracts.

## **SECTION XXXII**

### **PUBLIC ENTITY CRIMES ACT & SCRUTINIZED COMPANIES LIST**

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Agreement and may cause CONTRACTOR debarment.

By signing this agreement and the attached certification marked as Exhibit F, CONTRACTOR certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million dollars or more, that it 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 engaged in business operations in Cuba or Syria, per §287.135, Florida Statutes. If BSO determines, using credible information available to the public, that CONTRACTOR has submitted a false certification, BSO shall provide CONTRACTOR with written notice of its determination. CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If CONTRACTOR does not make such demonstration within 90 days after receipt of the notice, BSO shall bring a civil action against the CONTRACTOR. If a civil action is brought and the court determines that the CONTRACTOR has submitted a false certification, CONTRACTOR shall pay a civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, CONTRACTOR will be ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date BSO determined that CONTRACTOR submitted a false certification, pursuant §287.135(5)(a) Florida Statutes.

### **SECTION XXXIII** **DRUG-FREE WORKPLACE**

CONTRACTOR shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit E and incorporated herein.

### **SECTION XXXIV** **ASSIGNMENT**

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of BSO.

### **SECTION XXXV** **NOTICE**

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

To BSO:

Colonel Oscar Llerena  
Department of Administration  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312

With copy to:

General Counsel Terrence Lynch  
Office of the General Counsel  
Broward Sheriff's Office  
2601 West Broward Boulevard  
Fort Lauderdale, FL 33312

To CONTRACTOR:

**[Contractor's Agent/Representative]**

**[Contract's Name]**

**[Address 1]**

**[Address 2]**

**[City, State Zip-Code]**

**SECTION XXXVI**

**AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA**

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

**SECTION XXXVII**

**MISCELLANEOUS**

- 37.1 CONTRACTOR shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.
- 37.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.
- 37.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- 37.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND BSO HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AND/OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
- 37.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.
- 37.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.
- 37.7 The parties agree for purposes of this Agreement, the Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or digital signing process shall be deemed to be their original signatures for all purposes.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**[SIGNATURE PAGE TO FOLLOW.]**



**AGREEMENT BY AND BETWEEN GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND [Contractor's Name] FOR EMERGENCY EQUIPMENT FOR VEHICLES FOR BROWARD SHERIFF'S OFFICE.**

**CONTRACTOR: [Contractor's Name]**

\_\_\_\_\_  
Authorized Representative's Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title

FEIN: \_\_\_\_\_

**BROWARD SHERIFF'S OFFICE**

**GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA**

By: \_\_\_\_\_  
Colonel Oscar Llerena, Executive Director  
Department of Administration

Date: \_\_\_\_\_

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

By \_\_\_\_\_  
Terrence Lynch, Executive Director  
General Counsel  
Office of the General Counsel

**EXHIBIT A**  
**BSO RLI #23004AP**

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL TO BSO RLI #23004AP**

**EXHIBIT C**  
**LIST OF SUBCONTRACTORS**

If left blank, then none.

**EXHIBIT D**  
**CONFIDENTIALITY**

**WHEREAS**, GREGORY TONY, Sheriff of Broward County ("SHERIFF") has entered into an Agreement with CONTRACTOR'S NAME, ("CONTRACTOR") wherein Contractor will be performing certain work and services for SHERIFF.

**WHEREAS**, CONTRACTOR has assigned \_\_\_\_\_  
('Employee/Agent') to perform such work on behalf of CONTRACTOR; and

**WHEREAS**, when performing such work and providing such services Employee/Agent may have access to SHERIFF data, information, memorandum, documents and ideas.

**WHEREAS**, when performing such work and providing such services Employee/Agent may come in contact with information or documents of a confidential nature, including but not limited to, information related to undercover vehicles.

**NOW THEREFORE**, in consideration of SHERIFF's allowing Employee/Agent to perform services and for other good and valuable consideration, Employee/Agent agrees as follows:

I. Acknowledgment of Confidentiality. Employee/Agent hereby acknowledges that Employee/Agent may be exposed to confidential and proprietary information of the SHERIFF including, without limitation, criminal intelligence information, criminal investigative information, undercover vehicles, programs and application software, embedded software and their documentation and technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential ("Confidential Information").

II. Covenant Not to Disclose. With respect to the Confidential Information, Employee/Agent hereby agrees that during the term of rendering services or performing work and at all times thereafter Employee/Agent shall not disseminate, use, commercialize or disclose such Confidential Information to any person or entity, except to such other parties as SHERIFF may approve in writing and under such conditions as SHERIFF may impose. Employee/Agent shall not take pictures or videos or sound recordings of any of SHERIFF'S vehicles or SHERIFF'S equipment unless authorized specifically authorized under section 20.2 of the parties' Agreement or unless otherwise specifically authorized by SHERIFF in writing.

**IN WITNESS WHEREOF**, Employee/Agent has made and executed this Agreement on the date indicated below. This Agreement is being signed in multiple copies, each fully executed copy to be considered an original.

\_\_\_\_\_  
Employee/Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**EXHIBIT E**  
**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
  - (i) The dangers of drug abuse in the workplace;
  - (ii) The vendor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
  - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

\_\_\_\_\_  
(Vendor Signature) (Company Name)

\_\_\_\_\_  
(Print Name) (Address)

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_ as

\_\_\_\_\_  
(title) of

\_\_\_\_\_  
known to me to be the person described herein, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_



**EXHIBIT F**  
**SCRUTINIZED COMPANY CERTIFICATE**

I, \_\_\_\_\_, representing \_\_\_\_\_  
(name of corporation/partnership/agency) am over 18 years of age, have personal knowledge of the facts stated below and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the forgoing person or business entity to a contract.

I hereby acknowledge that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract or executing a new contract, the company:

- is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, and the bid, proposal or contract is for goods or services of one million dollars or more.

I hereby represent and certify that the forgoing named person or business entity is not on the Scrutinized Companies that Boycott Israel List or participating in a boycott of Israel; and, for bids, proposals or contracts for goods or services on one million dollars or more, that Proposer 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 engaged in business operations in Cuba or Syria.

By: \_\_\_\_\_ 20\_\_

Signature

Date

\_\_\_\_\_  
Printed Name and Title

Federal Employer Identification Number \_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

## Question and Answers for Solicitation #23004AP - Emergency Equipment for Vehicles for Broward Sheriff's Office

### Overall Solicitation Questions

There are no questions associated with this Solicitation.

## AGREEMENT FOR EMERGENCY EQUIPMENT FOR VEHICLES

This Agreement for the provision of emergency equipment for vehicles ("Agreement") is entered into this 13 day of Feb, 2024, ~~2023~~, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us**, 2681 Hammondville Road, Pompano Beach, Florida 33069, a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

### RECITALS

WHEREAS, the VILLAGE is in need of a vendor to provide emergency equipment for its fleet of public safety vehicles (the "Services") to the VILLAGE; and

WHEREAS, the Office of Gregory Tony, as Sheriff of Broward County, Florida, through its competitive selection process, awarded a contract for the provision of Emergency Equipment for Vehicles ("Broward Sheriff's Contract"), RLI-23004AP, to the VENDOR for substantially the same services sought by the VILLAGE; and

WHEREAS, the effective date of the Broward Sheriff's Contract with VENDOR was June 5, 2023, with an initial term of three (3) years, with two (2) additional single year renewal options at the sole discretion of the Sheriff's Department; and

WHEREAS, the VILLAGE desires to obtain the Services from VENDOR and accept VENDOR's pricing by piggy-backing the Broward Sheriff's Contract, including all terms, conditions and pricing therein; and

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE to provide the Services based on the pricing and terms and conditions of the Broward Sheriff's Contract; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Broward Sheriff's Contract. The Broward Sheriff's Contract with the VENDOR, including all attachments, exhibits and amendments thereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Broward Sheriff under the Contract and all associated and applicable Contract Documents as defined therein.

3. Agreement. In accordance with the terms and conditions in the Broward Sheriff's Contract and pricing therein, the VENDOR shall provide emergency equipment for vehicles as requested by the VILLAGE.
4. Term. The term of this Agreement shall commence upon execution of this Agreement by both parties and shall run concurrently with the term of the Broward Sheriff's Contract, currently set to expire on June 5, 2026. If the Broward Sheriff's Contract is extended for an additional one (1) year term as provided therein, the Village Manager shall be authorized to approve the extension of this piggyback Agreement for the same one (1) year term through the following July 5.
5. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
  - (a) All written modifications and amendments hereto;
  - (b) This Agreement;
  - (c) The Broward Sheriff's Contract (including the Request for Proposals, RLI #23004AP, Vendor's Proposal, and Contract, and all attachments and exhibits thereto).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony to avoid conflict with the words and phrases, interpreted in a manner consistent with industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- (a) All written modifications and amendments hereto;
  - (b) This Agreement;
  - (c) The Broward Sheriff's Contract.
6. Compensation to Vendor. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Broward Sheriff's Contract. The total compensation paid by the VILLAGE to the VENDOR under this agreement shall not exceed the sum of \$ 75,000 annually. The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of this Agreement.
7. Miscellaneous Provisions.
  - 7.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 7.2 VENDOR shall maintain the insurance as required in Broward Sheriff's Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 7.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 7.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 7.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 7.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 7.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

- 7.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 7.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 7.10 Effective date, term and renewal: The effective date of this Contract is the date the Contract is executed by the Village. The term of this contract shall be for a term to mirror the Cooper City Contract renewal term which shall expire on May 28, 2024.
- 7.11 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 7.12 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
8. Palm Beach County Inspector General. In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
9. Public Records. VENDOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:
- (a) Keep and maintain public records required by the VILLAGE to perform the service.
  - (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the VENDOR does not transfer the records to the VILLAGE.
  - (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, [kwynn@vpsfl.org](mailto:kwynn@vpsfl.org), OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

10. Indemnity. The parties recognize that the VENDOR is an independent vendor. The VENDOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the VENDOR, its agents, officers, Vendors, subvendors, employees, or anyone else utilized by the VENDOR in the performance of this Contract. The VENDOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the VENDOR against the VILLAGE and the VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, VENDOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the VENDOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving VENDOR of any of its obligations hereunder. If the VENDOR assumes control of the defense of any third party claim in accordance with this paragraph, the VENDOR shall obtain the prior written consent of the VILLAGE before entering into any



settlement of such claim. Notwithstanding anything to the contrary in this Section, the VENDOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the VENDOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. VENDOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Company certify that they, their affiliates, suppliers, subvendors and any other vendors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.
12. E-verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the VENDOR shall:
  - (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subvendors to do the same;
  - (b) Secure an affidavit from all subvendors stating that the subvendor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
  - (c) Maintain copies of all subvendor affidavits for the duration of this Agreement and provide same to the VILLAGE upon request;
  - (d) Comply fully, and ensure all of its subvendors comply fully, with Section 448.095, Florida Statutes;

- (e) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that a violation of Section 448.095(5) by a subvendor, and not the VENDOR, shall be grounds for the VILLAGE to order the VENDOR immediately terminate the contract with the subvendor; and
- (g) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the VENDOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this to be executed as of the day and year set forth above.

**VILLAGE OF PALM SPRINGS, FLORIDA**

By:   
Beverly Smith, Mayor

ATTEST: Village of Palm Springs

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: Kimberly Wynn  
Kimberly Wynn, Village Clerk

BY: Christy L. Goddeau  
Christy L. Goddeau (Apr 3, 2024 18:32 EDT)  
Glen J. Torcivia, Village Attorney

[Signatures continued on next page]

VENDOR:

The Shyft Group Upfit Services, Inc.,  
d/b/a Strobes-R-Us

By: \_\_\_\_\_

Print Name: Tomer Hanina

Print Title: G.M.

CORPORATE SEAL:

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by means of ☒ physical presence/ ☐ on-line notar ization this 14<sup>TH</sup> day of February, 2024 ~~448~~ by Tomer Hanina, as General Manager of **The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us**, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known to me as identification.

Notary Public



FAITH BARNETT  
Notary Public  
State of Florida  
Comm# HH426287  
Expires 7/26/2027

Faith Barnett  
FAITH BARNETT

Print Name: FAITH BARNETT

My commission expires: 07/26/2027

# Shyft Group Piggyback Agreement 2024

Final Audit Report

2024-04-03

|                 |                                             |
|-----------------|---------------------------------------------|
| Created:        | 2024-04-03                                  |
| By:             | Kimberly Wynn (kwynn@vpsfl.org)             |
| Status:         | Signed                                      |
| Transaction ID: | CBJCHBCAABAA35a1Z_bbEM6Oy_ykPCsqstzbamoPWyE |

## "Shyft Group Piggyback Agreement 2024" History

-  Document created by Kimberly Wynn (kwynn@vpsfl.org)  
2024-04-03 - 9:35:08 PM GMT- IP address: 151.132.2.218
-  Document emailed to bsmith@vpsboards.com for signature  
2024-04-03 - 9:37:48 PM GMT
-  Document emailed to christy@torcivialaw.com for signature  
2024-04-03 - 9:37:48 PM GMT
-  Document emailed to Kimberly Wynn (kwynn@vpsfl.org) for signature  
2024-04-03 - 9:37:48 PM GMT
-  Email viewed by bsmith@vpsboards.com  
2024-04-03 - 9:59:59 PM GMT- IP address: 73.245.18.178
-  Signer bsmith@vpsboards.com entered name at signing as Bev Smith  
2024-04-03 - 10:03:13 PM GMT- IP address: 73.245.18.178
-  Document e-signed by Bev Smith (bsmith@vpsboards.com)  
Signature Date: 2024-04-03 - 10:03:15 PM GMT - Time Source: server- IP address: 73.245.18.178
-  Email viewed by christy@torcivialaw.com  
2024-04-03 - 10:30:47 PM GMT- IP address: 173.162.99.81
-  Signer christy@torcivialaw.com entered name at signing as Christy L. Goddeau  
2024-04-03 - 10:32:21 PM GMT- IP address: 173.162.99.81
-  Document e-signed by Christy L. Goddeau (christy@torcivialaw.com)  
Signature Date: 2024-04-03 - 10:32:23 PM GMT - Time Source: server- IP address: 173.162.99.81
-  Document e-signed by Kimberly Wynn (kwynn@vpsfl.org)  
Signature Date: 2024-04-03 - 11:02:38 PM GMT - Time Source: server- IP address: 73.0.193.230

✔ Agreement completed.

2024-04-03 - 11:02:38 PM GMT

**First Amendment to  
Agreement For Emergency Equipment for Vehicles  
(Utilizing the Broward Sheriffs' Contract)**

This First Amendment to the Agreement for Emergency Equipment for Vehicles ("Amendment") is entered into on 15 November, 2024 by and between the **Village of Palm Springs, Florida**, a municipal corporation organized and existing under the laws of the State of Florida ("Village") and **The Shyft Group Upfit Services, Inc. d/b/a Strobes-R-Us**, a corporation authorized to do business in the State of Florida ("Vendor").

Whereas, the Village and Vendor entered into the Agreement for Emergency Equipment for Vehicles effective February 13, 2024 ("Agreement") for up to \$75,000 in goods and services; and

Whereas, the parties now desire to amend the Agreement to modify the not to exceed compensation amount for the Vendor to provide goods and services for the new vehicles being purchased by the Village for the police department; and,

Whereas, the parties agree that amending the Agreement is in the best interests of the parties and serves a valid public purpose.

Now, therefore, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. Compensation to Vendor. Paragraph 6 of the Agreement is revised for purposes of this Amendment to state:

Payments by the Village to the Vendor under this Amendment shall not exceed the amount of compensation, on the unit basis, as set forth under the Broward Sheriffs' Contract. The total compensation to be paid by the Village to the Vendor under this Amendment shall not exceed the sum of **\$122,961.68 (One Hundred Twenty-Two Thousand Nine Hundred Sixty-One Dollars and .68/100 Cents)**.

2. HUMAN TRAFFICKING: The following provision is required to be included in the Agreement pursuant to Florida Statutes:

By signing this Amendment as set forth below, Vendor's authorized representative swears or affirms under the penalty of perjury that Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

3. FORCE AND EFFECT: All other terms and conditions set forth in the Agreement shall remain in full force and effect, except as expressly modified hereinabove.

4. Entire Agreement: This Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein and in the Agreement. None of the provisions, terms and conditions contained in the Agreement or this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.



5. Legal Effect: This Amendment shall not become binding and effective until approved by the Village Council.

6. Counterparts: This Amendment may be executed electronically or digitally and in counterparts and the same shall be considered an original of each party.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement for Emergency Equipment for Vehicles as of the date first above written.

**VILLAGE OF PALM SPRINGS, FLORIDA**

By: \_\_\_\_\_  
Bev Smith, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Christy Goddeau, Village Attorney

VENDOR:

**The Shyft Group Uplift Services, Inc., d/b/a  
Strobes-R-Us**

By: \_\_\_\_\_  
Print Name: Tomer Hanina  
Print Position: General Manager

[Corporate Seal]

STATE OF Michigan  
COUNTY OF Wayne

THE FOREGOING instrument was acknowledged before me by means of \_\_\_ physical presence or X online notarization on this 15 day of November, 2024, by Tomer Hanina of **The Shyft Group Uplift Services, Inc., d/b/a Strobes-R-Us**, a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did swear or affirm under penalty of perjury that the facts stated with regard to section 787.09, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **The Shyft Group Uplift Services, Inc., d/b/a Strobes-R-Us** to the same.

Notary Seal:

Jennifer Amelia Nickerson  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF WAYNE  
My Commission Expires 03/21/2029  
Acting in the County of Wayne

\_\_\_\_\_  
Notary Public Signature





# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 52830      |

|                                                                   |
|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

|                                                                                             |
|---------------------------------------------------------------------------------------------|
| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference   | 2025 PI UTLITY PATROL X 8                                                                                                                                                                                                                                                                                                                       |     |             |           |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|-----------|
| Product     | Description                                                                                                                                                                                                                                                                                                                                     | Qty | Cust. Price | Total     |
|             | <b>**PRICES PER BORWARD COUNTY SHERIFF'S OFFICE CONTRACT # 23004AP</b><br><b>****THIS QUOTE IS FOR ( 8 ) 2025 FORD PI UTILITY PPV MARKED PATROL</b><br><b>**WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES</b><br><b>**THIS QUOTE IS GOOD FOR 30 DAYS</b><br><b>**</b> |     |             |           |
| 183-0008-80 | Circuit breaker, 50 amp thermal with manual reset, surface mount<br>D&R LIST \$ 65.00 EACH                                                                                                                                                                                                                                                      | 8   | 52.00       | 416.00    |
| 16518177    | STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS<br>USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180<br>SRUS LIST \$ 264.70 EACH                                                                                                                                                                                        | 8   | 158.82      | 1,270.56  |
| 16518178    | STANDARD STROBES-R-US ADDON HARNESS TO WIRE FRONT LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180<br>SRUS LIST \$ 39.83 EACH                                                                                                                                                                                  | 8   | 23.90       | 191.20    |
| 16518180    | STANDARD STROBES-R-US ADDON HARNESS TO WIRE 2 SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178<br>SRUS LIST \$ 23.17 EACH                                                                                                                                                                                     | 8   | 13.90       | 111.20    |
| 75551       | 75 AMP RELAY<br>NON CONTRACT ITEM FROM WAYTEK                                                                                                                                                                                                                                                                                                   | 8   | 39.00       | 312.00    |
| EB2-STT-RB  | 55" WECAN X DUO LEGACY BAR. FRONT IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO WHITE SCENE. REAR IS 1/2 RED 1/2 BLUE WITH OVERRIDE TO AMBER ARROW. 2 CUSTOM PODS IN THE REAR ARE TRIO RED FOR STOP LIGHT<br>WHELEN LIST \$ 4645.45 EACH PACKAGE                                                                                                         | 8   | 2,694.36    | 21,554.88 |
| STPKT*      | WHELEN LIGHTBAR STRAP KIT WITH BOLTS ( INCLUDE WITH LIGHTBAR )<br>INCLUDED IN PACKAGE                                                                                                                                                                                                                                                           | 8   | 0.00        | 0.00      |

**All Issued Quotes Are Valid For 30 Days**

**Sales Tax (7.00%) \$0.00**

| Phone #      | Fax #        | E-mail         | Web Site             |
|--------------|--------------|----------------|----------------------|
| 954-946-9955 | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM |



# STROBES-R-US

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| Reference               | 2025 PI UTLITY PATROL X 8                                                                                                                                 |     |             |          |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|----------|
| Product                 | Description                                                                                                                                               | Qty | Cust. Price | Total    |
| C399                    | CONCOM CORE AMPLIFIER CONTROL MODULE (CAN ORDER CCTL7 TOUCHPAD AND CCTLMIC MICROPHONE FOR COMPLETE SIREN)<br>INCLUDED IN PACKAGE                          | 8   | 0.00        | 0.00     |
| C399SP                  | SCANPORT INSTALL KIT FOR C399. SEE VEHICLE OUTFITTER FOR AVAILABLE VEHICLE MAKE/MODEL/YEAR. **NOT FOR USE WITH CORE-R AND CORE-S**<br>INCLUDED IN PACKAGE | 8   | 0.00        | 0.00     |
| CCTL7                   | WECAN X SLIDE SWITCH WITH 21 PUSH BUTTON CONTROL HEAD<br>ALSO INCLUDES CCTLMIC MICROPHONE KIT<br>INCLUDED IN PACKAGE                                      | 8   | 0.00        | 0.00     |
| SA315P                  | SA315P SPEAKER, BLACK PLASTIC<br>INCLUDED IN PACKAGE                                                                                                      | 8   | 0.00        | 0.00     |
| SAK75D                  | 2025 Ford Police Interceptor Utility, Driver Side Grille<br>INCLUDED IN PACKAGE                                                                           | 8   | 0.00        | 0.00     |
| TLI2D                   | ION T-SERIES LINEAR DUO R/W<br>WHELEN LIST \$ 195.00 EACH                                                                                                 | 8   | 113.10      | 904.80   |
| TLI2E                   | ION T-SERIES LINEAR DUO B/W<br>WHELEN LIST \$ 195.00 EACH                                                                                                 | 8   | 113.10      | 904.80   |
| SRUS-4X-T               | "T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6<br>SRUS LIST \$ 19.58 EACH                                                                           | 16  | 11.75       | 188.00   |
| VTX609R                 | VERTEX SUPER-LED LIGHT RED<br>WHELEN LIST \$ 141.00 EACH                                                                                                  | 16  | 81.78       | 1,308.48 |
| VTX609B                 | VERTEX SUPER-LED LIGHT BLUE<br>WHELEN LIST \$ 141.00 EACH                                                                                                 | 16  | 81.78       | 1,308.48 |
| COMMANDERPLUS6-3R<br>3B | 6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK<br>WITH 3 RED AND 3 BLUE PODS<br>SIGNAL VEHICLE LIST \$ 539.00 EACH                                    | 8   | 323.40      | 2,587.20 |
| SRUS-L-4                | "L" BRACKET FOR ARROW STICK 4"<br>SRUS LIST \$ 19.58 EACH                                                                                                 | 16  | 11.75       | 188.00   |

**All Issued Quotes Are Valid For 30 Days**

|                          |               |
|--------------------------|---------------|
| <b>Sales Tax (7.00%)</b> | <b>\$0.00</b> |
|--------------------------|---------------|

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| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference        | 2025 PI UTLITY PATROL X 8                                                                                                                                                                                          |     |             |          |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|----------|
| Product          | Description                                                                                                                                                                                                        | Qty | Cust. Price | Total    |
| MZL-26SRU        | 30 AMP TIMER FOR INSIDE VEHICLE CONSOLE. FEATURES 6 OUTPUTS TOTAL OF 30 AMPS. TIMER CAN BE SET FROM 15 MIN TO 8 HOURS TO CONTROL DOCKS, PRINTERS, CIG PLUGS, ETC. IN CONSOLE<br>SRUS LIST \$ 198.33 EACH           | 8   | 137.00      | 1,096.00 |
| C-VS-1012-INUT-2 | *COMES WITH REAR AC BRACKET AS STANDARD** VEHICLE SPECIFIC 22" ANGLED CONSOLE FOR 2020-2025 FORD INTERCEPTOR UTILITY<br>IF YOU NEED EMPTY BRACKET INSTEAD OF HVAC ORDER CM014248-1<br>HAVIS LIST \$ \$ 650.00 EACH | 8   | 422.50      | 3,380.00 |
| C-EB40-CCS-1P    | HAVIS FACE PLATE FOR WHELEN CENCOM 4"<br>INCLUDED WITH CONSOLE                                                                                                                                                     | 8   | 0.00        | 0.00     |
| *                | HAVIS FILLER PLATES TO ENCLOSE CONSOLE<br>INCLUDED WITH CONSOLE                                                                                                                                                    | 8   | 0.00        | 0.00     |
| C-PM-134-PC      | BROTHER POCKETJET 8 PRINTER MOUNT FOR FORD INTERCEPTOR UTILITY<br>HAVIS LIST \$ 352.00 EACH                                                                                                                        | 8   | 228.80      | 1,830.40 |
| CUP2-1004        | Self-Adjusting Double Cup Holder (Fixed Mount)<br>HAVIS LIST \$ 65.00 EACH                                                                                                                                         | 8   | 42.25       | 338.00   |
| C-ARM-103        | Armrest for top mount, console, large pad<br>HAVIS LIST \$ 182.00 EACH                                                                                                                                             | 8   | 118.30      | 946.40   |
| C-MD-112         | Tilt/swivel slide motion adapter<br>HAVIS LIST \$ 367.00 EACH                                                                                                                                                      | 8   | 238.55      | 1,908.40 |
| C-HDM-214        | 8.5" Heavy Duty Telescoping Pole, side mount<br>HAVIS LIST \$ 184.00 EACH )                                                                                                                                        | 8   | 119.60      | 956.80   |
| UT-1006          | Universal Rugged Cradle for approximately 11"-14" Computing Devices<br>HAVIS LIST \$ 372.77 EACH                                                                                                                   | 8   | 242.30      | 1,938.40 |
| GE19-16-4        | LIND ADAPTER DUAL OUTPUT FOR GTACS400 LAPTOP AND CANON PIXMA-IP-100 PRINTER<br>LIND LIST \$ 164.95 EACH                                                                                                            | 8   | 156.70      | 1,253.60 |
| ASMTL-00331      | MOUNTING BRACKET FOR DUAL LIND ADAPTER                                                                                                                                                                             | 8   | 12.35       | 98.80    |

**All Issued Quotes Are Valid For 30 Days**

**Sales Tax (7.00%) \$0.00**

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| Reference                                      | 2025 PI UTLITY PATROL X 8                                                                                                                                   |                          |                      |               |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------|---------------|
| Product                                        | Description                                                                                                                                                 | Qty                      | Cust. Price          | Total         |
| D2951                                          | LIND LIST \$ 13.00 EACH<br>Black ABS, Printer Deck, Portable, Seat mounted, Duty Gear Organizer                                                             | 8                        | 113.25               | 906.00        |
| P1000UINT20AOSB                                | PRO-GARD LIST \$ 151.00 EACH<br>2020+ EXPLORER INTERCEPTOR UTILITY Single Compartment,<br>Pro-cell, ½ Partition, w/ Passenger Side Only Outboard Seat Belts | 8                        | 2,661.75             | 21,294.00     |
| GPC-S                                          | PRO-GARD LIST \$ 3549.00 EACH<br>Single Weapon, Vertical Mount on Pro-cell Half Partition (P1000 & P1500 only)                                              | 8                        | 380.25               | 3,042.00      |
| *                                              | PRO-GARD LIST \$ 507.00 EACH<br>PRO-GARD # U-LOCK UNIVERSAL GUN LOCK UPGRADE                                                                                | 8                        | 75.00                | 600.00        |
| M844282-A                                      | PRO-GARD LIST \$ 100.00 EACH<br>Cargo Light Type 3 with Illuminated high/low power swich                                                                    | 8                        | 93.42                | 747.36        |
| ML150LR-7019                                   | MAXXIMA LIST \$ 109.90 EACH<br>RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE                                                                  | 8                        | 138.50               | 1,108.00      |
| ECVDMLTAL00                                    | NON CONTRACT ITEM<br>LED Dome Light, Universal Mount 6" Round w/ Red LED Night Light, 10-30v - White LEDs/White Lens                                        | 8                        | 94.50                | 756.00        |
| INSTALL                                        | NON CONTRACT ITEM<br>CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT AND LIGHTING                                                                       | 320                      | 69.00                | 22,080.00     |
| <b>All Issued Quotes Are Valid For 30 Days</b> |                                                                                                                                                             |                          |                      |               |
|                                                |                                                                                                                                                             | <b>Sales Tax (7.00%)</b> |                      | <b>\$0.00</b> |
|                                                |                                                                                                                                                             |                          |                      |               |
| <b>Phone #</b>                                 | <b>Fax #</b>                                                                                                                                                | <b>E-mail</b>            | <b>Web Site</b>      |               |
| 954-946-9955                                   | 954-946-9677                                                                                                                                                | SALES@SRUS.COM           | WWW.STROBES-R-US.COM |               |



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| Reference                                      | 2025 PI UTLITY PATROL X 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                      |               |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------|---------------|
| Product                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Qty                      | Cust. Price          | Total         |
|                                                | <p>INSTALL:<br/>INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE<br/>**ACTIVATE OEM HEADLIGHT AND TAILLIGHT FLASHER**<br/>PREPARE AND RUN HARNESS FOR LIGHTS AND SPEAKER<br/>CORE SIREN LIGHT CONTROLLER FOR ALL EMERGENCY LIGHTING<br/>1 X ECVDMTLA00 ( SEE SERVER FOR LOCATION )<br/>1 X INSTALL BREAKER<br/>1 X HIGH AMP IGNITION CUT OFF RELAY<br/>1 X LEGACY 55" LIGHTBAR<br/>1 X TL2D RED-WHT DUO IN DRIVER SIDE FRONT GRILL AREA WITH T-BRKT, WIRE FOR WARNING AND WHITE OVERRIDE<br/>1 X TL2E BLUE-WHT DUO IN PASS SIDE FRONT GRILL AREA WITH T-BRKT, WIRE FOR WARNING AND WHITE OVERRIDE<br/>1 X COMMANDERPLUS 6-POD LED STICK, WIRE FOR WARNING AND TA<br/>R/R/R/B/B/B<br/>1 X MAXIMMA # M844282-A CARGO ILLUMINATION LIGHT UNDER REAR COMMANDERPLUS</p> <p>INSTALL FULL CENTER CONSOLE WITH:<br/>1 X C-VS-1012-INUT-2 CONSOLE<br/>RELOCATE OEM USBAND LIGHTER PLUG TO CONSOLE<br/>Two (2) additional 12 volt sockets with wire and fuse<br/>1 X MZL-26SRUS TIMER FOR ELECTRONICS IN CONSOLE<br/>1 X EQUIPMENT BRACKET FOR CONTROLLER C-EB40-CCS-1P AND NECESSARY FILLER PLATES TO ENCLOSE CONSOLE<br/>1 X DUAL CUP HOLDER ( CUP2-1004 )<br/>1 X ARMREST ( C-ARM-103 )<br/>1 X C-HDM-214 ON SIDE OF CONSOLE<br/>1 X C-MD-112 SLIDEOUT LOCKING SWING ARM FOR MOUNTING LAPTOP<br/>1 X UT-1006 UNIVERSAL LAPTOP MOUNT<br/>1 X POWER ADAPTERS FOR COMPUTER ( GE19-16-4 ) WITH MOUNT BRACKET ( ASMTL-00331 )</p> |                          |                      |               |
| <b>All Issued Quotes Are Valid For 30 Days</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                      |               |
|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Sales Tax (7.00%)</b> |                      | <b>\$0.00</b> |
|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |                      |               |
| Phone #                                        | Fax #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | E-mail                   | Web Site             |               |
| 954-946-9955                                   | 954-946-9677                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | SALES@SRUS.COM           | WWW.STROBES-R-US.COM |               |





# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/31/2024 | 52887      |

|                                                                   |
|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

|                                                                                             |
|---------------------------------------------------------------------------------------------|
| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference    | 2025 CHEVY EQUINOX X 1                                                                                                                                                                                                                                                       |     |             |        |
|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------|
| Product      | Description                                                                                                                                                                                                                                                                  | Qty | Cust. Price | Total  |
|              | **PRICE QUOTE PER BSO CONTRACT # 23004AP<br>**THIS PRICE QUOTE IS FOR ( 1 ) 2025 CHEVY EQUINOX ADMIN<br>**WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES<br>**PRICE QUOTE IS GOOD FOR 30 DAYS<br>** |     |             |        |
| 183-0008-80  | Circuit breaker, 80 amp thermal with manual reset, surface mount. Used for Patrol Vehicles<br>D&R LIST \$ 65.00 EACH                                                                                                                                                         | 1   | 52.00       | 52.00  |
| HHS4200      | WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module)<br>WHELEN LIST \$ 856.00 EACH                      | 1   | 496.48      | 496.48 |
| SA315P       | SA315P SPEAKER, BLACK PLASTIC<br>WHELEN LIST \$ 340.00 EACH                                                                                                                                                                                                                  | 1   | 197.20      | 197.20 |
| SAK1         | SA-315 MOUNT KIT UNIVERSAL "L" BRACKET<br>INCLUDED WITH SA315P                                                                                                                                                                                                               | 1   | 0.00        | 0.00   |
| TLIR         | ION T-SERIES LINEAR LT RED<br>WHELEN LIST \$ 168.00 EACH                                                                                                                                                                                                                     | 1   | 97.44       | 97.44  |
| TLIB         | ION T-SERIES LINEAR LT BLUE<br>WHELEN LIST \$ 168.00 EACH                                                                                                                                                                                                                    | 1   | 97.44       | 97.44  |
| SRUS-4X-T    | "T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6<br>SRUS LIST \$ 19.50 EACH                                                                                                                                                                                              | 2   | 11.70       | 23.40  |
| VTX609R      | VERTEX SUPER-LED LIGHT RED<br>WHELEN LIST \$ 141.00 EACH                                                                                                                                                                                                                     | 2   | 81.78       | 163.56 |
| VTX609B      | VERTEX SUPER-LED LIGHT BLUE<br>WHELEN LIST \$ 141.00 EACH                                                                                                                                                                                                                    | 2   | 81.78       | 163.56 |
| ULB9LDC-RRWW | STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT)<br>SIGNAL VEHICLE LIST \$ 249.80 EACH                                                                                                                                                                                       | 2   | 149.88      | 299.76 |

**All Issued Quotes Are Valid For 30 Days**

**Sales Tax (7.00%) \$0.00**

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|--------------|--------------|----------------|----------------------|
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# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

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15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

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|------------|------------|
| 10/31/2024 | 52887      |

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| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

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| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference    | 2025 CHEVY EQUINOX X 1                                                                                                                                      |     |             |          |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|----------|
| Product      | Description                                                                                                                                                 | Qty | Cust. Price | Total    |
| ULB9LDC-BBWW | STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT)                                                                                                            | 2   | 149.88      | 299.76   |
| 274-ULB9BKT  | SIGNAL VEHICLE LIST \$ 249.80 EACH                                                                                                                          |     |             |          |
|              | ULB9 LIGHT PERM MOUNT BRACKET. ADJUSTABLE HEIGHT. AND INCLUDES SUCTION CUPS AS WELL. USED FOR PERMANENT OR TEMPORARY MOUNTING WHEN NOT DOING ADHESIVE MOUNT | 2   | 46.29       | 92.58    |
| INSTALL      | SIGNAL VEHICLE LIST \$ 46.29 EACH                                                                                                                           |     |             |          |
|              | CUSTOM INSTALLATION PER HOUR                                                                                                                                | 19  | 69.00       | 1,311.00 |
|              | INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY                                                                                                             |     |             |          |
|              | INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE                                                                                     |     |             |          |
|              | 1 X BREAKER FOR LIGHT AND SIREN                                                                                                                             |     |             |          |
|              | 1 X HHS4200 HAND HELD SIREN SYSTEM                                                                                                                          |     |             |          |
|              | 1 X SA315P SPEAKER WITH SAK1 BRACKET                                                                                                                        |     |             |          |
|              | 1 X TLIR DRIVER SIDE GRILL WITH T-BRKT                                                                                                                      |     |             |          |
|              | 1 X TLIB PASS SIDE GRILL WITH T-BRKT                                                                                                                        |     |             |          |
|              | 1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE ( IF POSSIBLE )                                                                                                  |     |             |          |
|              | 1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE ( IF POSSIBLE )                                                                                               |     |             |          |
|              | 1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER ( IF POSSIBLE )                                                                                          |     |             |          |
|              | 1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER ( IF POSSIBLE )                                                                                       |     |             |          |
|              | 1 X ULB9LDC-RRWW ON DRIVER SIDE UPPER FRONT WINDSHIELD, WIRE FOR WARNING AND WHITE OVERRIDE                                                                 |     |             |          |
|              | 1 X ULB9LDC-BBWW ON PASS SIDE UPPER FORNT WINDSHIELD, WIRE FOR WARNING AND WHITE OVERRIDE                                                                   |     |             |          |
|              | 1 X ULB9LDC-RRWW IN REAR UPPPER HATCH, REAR FACING DRIVER SIDE MOUNT WITH 274-ULB9BKT                                                                       |     |             |          |
|              | 1 X ULB9LDC-BBWW IN REAR UPPER HATCH, REAR FACING PASS SIDE MOUNT WITH 274-ULB9BKT                                                                          |     |             |          |
| TINT SUV     | TINT PREMIUM 3M BRAND TINT FOR SUV                                                                                                                          | 1   | 155.00      | 155.00   |
|              | TINT TO BE 28% ALL WINDOWS                                                                                                                                  |     |             |          |

**All Issued Quotes Are Valid For 30 Days**

**Sales Tax (7.00%) \$0.00**

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# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/31/2024 | 52887      |

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|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

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|---------------------------------------------------------------------------------------------|
| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference  | 2025 CHEVY EQUINOX X 1                                                              |     |             |       |
|------------|-------------------------------------------------------------------------------------|-----|-------------|-------|
| Product    | Description                                                                         | Qty | Cust. Price | Total |
| TINT STRIP | TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION<br>TINT TO BE 28% | 1   | 20.00       | 20.00 |

|                                                |              |                |                          |                   |
|------------------------------------------------|--------------|----------------|--------------------------|-------------------|
| <b>All Issued Quotes Are Valid For 30 Days</b> |              |                | <b>Subtotal</b>          | <b>\$3,469.18</b> |
|                                                |              |                | <b>Sales Tax (7.00%)</b> | <b>\$0.00</b>     |
|                                                |              |                | <b>Total</b>             | <b>\$3,469.18</b> |
| <b>Phone #</b>                                 | <b>Fax #</b> | <b>E-mail</b>  | <b>Web Site</b>          |                   |
| 954-946-9955                                   | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM     |                   |



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15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 52827      |

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|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

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| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference        | 2025 EXPLORER ADMIN X 1                                                                                                                                                                                                                                                                                                            |     |             |          |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|----------|
| Product          | Description                                                                                                                                                                                                                                                                                                                        | Qty | Cust. Price | Total    |
|                  | ****PRICES PER BORWARD COUNTY SHERIFF'S OFFICE<br>CONTRACT # 23004AP<br>****THIS QUOTE IS FOR ( 1 ) 2025 EXPLORER ( CIVILIAN ) ADMIN<br>VEHICLE<br>****WORK WILL BE DONE AT STROBES R US JUPITER FACILITY,<br>WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP<br>OF VEHICLES<br>****THIS QUOTE IS GOOD FOR 30 DAYS<br>**** |     |             |          |
| 183-0008-80      | Circuit breaker, 80 amp thermal with manual reset, surface mount. Used<br>for Patrol Vehicles<br>D&R LIST \$ 65.00 EACH                                                                                                                                                                                                            | 1   | 52.00       | 52.00    |
| 16518177         | STANDARD STROBES-R-US MAIN VEHICLE WIRING HARNESS<br>USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER<br>HARNESS 16518180<br>SRUS LIST \$ 264.70 EACH                                                                                                                                                                        | 1   | 158.82      | 158.82   |
| BSFW50Z-WCX-RB-W | WECAN X FRONT INNER EDGE DUO 20 - 21 FORD INTERCEPTOR<br>1/2 RED 1/2 BLUE WITH WHITE OVERRIDE<br>WHELEN LIST \$ 4425.86 EACH PACKAGE                                                                                                                                                                                               | 1   | 2,625.00    | 2,625.00 |
| BS50Z-WCX-RB/A   | WECAN X REAR INNER EDGE DUO 10 POD 20 - 21 FORD<br>INTERCEPTOR 1/2 RED 1/2 BLUE WITH AMBER OVERRIDE<br>INCLUDED WITH PACKAGE                                                                                                                                                                                                       | 1   | 0.00        | 0.00     |
| C399             | CONCOM CORE AMPLIFIER CONTROL MODULE (CAN ORDER<br>CCTL7 TOUCHPAD AND CCTLMIC MICROPHONE FOR COMPLETE<br>SIREN)<br>INCLUDED WITH PACKAGE                                                                                                                                                                                           | 1   | 0.00        | 0.00     |
| CCTL5            | WECAN X HANDHELD CONTROL HEAD<br>INCLUDED WITH PACKAGE                                                                                                                                                                                                                                                                             | 1   | 0.00        | 0.00     |
| C399SP           | SCANPORT INSTALL KIT FOR C399. SEE VEHICLE OUTFITTER FOR<br>AVAILABLE VEHICLE MAKE/MODEL/YEAR. **NOT FOR USE WITH<br>CORE-R AND CORE-S**<br>INCLUDED IN PACKAGE                                                                                                                                                                    | 1   | 0.00        | 0.00     |
| SA315P           | SA315P SPEAKER, BLACK PLASTIC                                                                                                                                                                                                                                                                                                      | 1   | 0.00        | 0.00     |

**All Issued Quotes Are Valid For 30 Days**

**Sales Tax (7.00%) \$0.00**

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TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

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| <b>Bill To:</b>                                                   |
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| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference                | 2025 EXPLORER ADMIN X 1                                                                                                                                                |     |             |          |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|----------|
| Product                  | Description                                                                                                                                                            | Qty | Cust. Price | Total    |
| SAK75D                   | INCLUDED WITH PACKAGE<br>2025 Ford Police Interceptor Utility, Driver Side Grille                                                                                      | 1   | 0.00        | 0.00     |
| COMMANDERELITE6-3R<br>3B | INCLUDED WITH PACKAGE<br>DUO 6 POD COMMANDER ELITE WARNING AND DIRECTIONAL<br>PODS THAT GO ALL WHITE FOR SCENE 3 RED 3 BLUE PODS<br>SIGNAL VEHICLE LIST \$ 680.00 EACH | 1   | 408.00      | 408.00   |
| SRUS-L-3                 | "L" BRACKET FOR ARROW STICK 3"<br>SRUS LIST \$ 19.58 EACH                                                                                                              | 2   | 11.75       | 23.50    |
| VTX609R                  | VERTEX SUPER-LED LIGHT RED<br>WHELEN LIST \$ 147.00 EACH                                                                                                               | 2   | 141.00      | 282.00   |
| VTX609B                  | VERTEX SUPER-LED LIGHT BLUE<br>HELLA LIST \$ 166.50 EACH                                                                                                               | 2   | 141.00      | 282.00   |
| PSJ02FCR                 | DUO Red/Blue, Clear Lens 12" SLIM-LITE LED SURFACE MOUNT<br>WHELEN LIST \$ 213.00 EACH                                                                                 | 2   | 123.54      | 247.08   |
| PSBKT90                  | SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD<br>WHELEN LIST \$ 31.00 EACH                                                                                               | 2   | 17.98       | 35.96    |
| TLIJ                     | ION T-SERIES LINEAR SPLIT R/B<br>WHELEN LIST \$ 168.00 EACH                                                                                                            | 2   | 97.44       | 194.88   |
| M844282-A                | Cargo Light Type 3 with Illuminated high/low power swich<br>MAXIMMA LIST \$ 109.90 EACH                                                                                | 1   | 93.42       | 93.42    |
| ML150LR-7019             | RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING<br>CRADLE                                                                                                         | 1   | 138.50      | 138.50   |
| INSTALL                  | NON CONTRACT ITEM<br>CUSTOM INSTALLATION PER HOUR OF EMERGENCY EQUIPMENT<br>AND LIGHTING                                                                               | 25  | 69.00       | 1,725.00 |

**All Issued Quotes Are Valid For 30 Days**

|                          |               |
|--------------------------|---------------|
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| Reference                                      | 2025 EXPLORER ADMIN X 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |                      |               |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------|---------------|
| Product                                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Qty                      | Cust. Price          | Total         |
|                                                | PREPARE AND RUN HARNESS FOR LIGHTS AND SIREN, PREPARE LIGHTEHEADS FOR WARNING AND WHITE OVERRIDE WHERE NEEDED<br>INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE<br><br>INSTALL:<br>1 X BREAKER FOR LIGHTS AND SIREN<br>1 X CORE SYSTEM WITH:<br>1 X C399 WITH ODB2 INTERFACE C399SP<br>1 X CCT5 HAND HELD CONTROLLER<br>1 X SA315P SPEAKER BEHIND BUMPER SKIRT WITH SAK75<br>1 X FRONT INNEREDGE DUO FRONT UPPER WINDSHIELD<br>1 X REAR INNEREDGE DUO REAR UPPER HATCH, WIRE FOR WARING AND TRAFFIC ADVISOR<br>1 X COMMANDERELITE6-3R3B IN FRONT UPPER GRILL, WIRE FOR WARNING AND WHITE OVERRIDE<br>1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE<br>1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE<br>1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER<br>1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER<br>2 X PS02FCR STRIP LIGHT PLUS IN SIDE CARGO WINDOWS WITH 90 DEGREE BRACKET<br>2 X TLIJ THIN IONS MOUNTED UNDER HATCH, SO WHEN HATCH IS OPENED, THE TLIJ ARE FACIG REAR TO TRAFFIC<br>1 X M844282-A CARGO LIGHT MOUNTED UNDER REAR INNEREDGE<br>1 X MAG LIGHT, SEE SERVER FOR MOUNTING LOCATION |                          |                      |               |
| <b>All Issued Quotes Are Valid For 30 Days</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                      |               |
|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Sales Tax (7.00%)</b> |                      | <b>\$0.00</b> |
|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |                      |               |
| Phone #                                        | Fax #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | E-mail                   | Web Site             |               |
| 954-946-9955                                   | 954-946-9677                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | SALES@SRUS.COM           | WWW.STROBES-R-US.COM |               |



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| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference         | 2025 EXPLORER ADMIN X 1                                                                                                                                                                                                                                                                                                           |     |             |        |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------|
| Product           | Description                                                                                                                                                                                                                                                                                                                       | Qty | Cust. Price | Total  |
| TINT-FRONT 2 ONLY | 2 X ULB9LDC-RBWW IN REAR SIDE CARGO WINDOWS, WIRE FOR WARNING AND WHITE OVERRIDE<br>1 X M844282-A CARGO LIGHT MOUNTED UNDER REAR INNEREDGE IN REAR HATCH<br><br>1 X MAGLITE FLASHLIGHT, SEE SRVER PICS MOUNTING LOCATION<br>TINT PREMIUM 3M BRAND TINT 2 FRONT WINDOWS ONLY ( 28% )<br>TINT 28%<br>***NO RADIO TO BE INSTALLED*** | 2   | 60.00       | 120.00 |

|                                                |              |                |                          |                   |
|------------------------------------------------|--------------|----------------|--------------------------|-------------------|
| <b>All Issued Quotes Are Valid For 30 Days</b> |              |                | <b>Subtotal</b>          | <b>\$6,386.16</b> |
|                                                |              |                | <b>Sales Tax (7.00%)</b> | <b>\$0.00</b>     |
|                                                |              |                | <b>Total</b>             | <b>\$6,386.16</b> |
| <b>Phone #</b>                                 | <b>Fax #</b> | <b>E-mail</b>  | <b>Web Site</b>          |                   |
| 954-946-9955                                   | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM     |                   |



# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 52819      |

|                                                                   |
|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

|                                                                                             |
|---------------------------------------------------------------------------------------------|
| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference    | 2025 FORD MAVERICK ADMIN X 1                                                                                                                                                                                                                                                                                                               |     |             |        |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------|
| Product      | Description                                                                                                                                                                                                                                                                                                                                | Qty | Cust. Price | Total  |
|              | <b>**THIS QUOTE IS PER BSO CONTRACT # 23004AP</b><br><b>**THIS QUOTE IS TO ADD LIGHTS AND SIREN TO ( 1 ) 2024 FORD MAVERICK'S FOR POLICE ADMIN</b><br><b>**WORK WILL BE DONE AT STROBES R US JUPITER FACILITY. CUSTOMER WILL BE RSPONSIBLE FOR DROP OFF AND PICK UP OF VEHICLE</b><br><b>**THIS QUOTE IS GOOD FOR 30 DAYS</b><br><b>**</b> |     |             |        |
| 183-0008-50  | Circuit breaker, 50 amp thermal with manual reset, surface mount. Used for HHS and Undercover Vehicles<br>D&R LIST \$ 52.00 EACH                                                                                                                                                                                                           | 1   | 52.00       | 52.00  |
| HHS4200      | WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module)<br>WHELEN LIST \$ 856.00 EACH                                                                                    | 1   | 496.48      | 496.48 |
| SA315P       | SA315P SPEAKER, BLACK PLASTIC<br>WHELEN LIST \$ 340.00 EACH                                                                                                                                                                                                                                                                                | 1   | 197.20      | 197.20 |
| SAK1         | SA-315 MOUNT KIT UNIVERSAL "L" BRACKET<br>INCLUDED WITH SA315P                                                                                                                                                                                                                                                                             | 1   | 0.00        | 0.00   |
| TLIR         | ION T-SERIES LINEAR LT RED<br>WHELEN LIST \$ 168.00 EACH                                                                                                                                                                                                                                                                                   | 1   | 97.44       | 97.44  |
| TLIB         | ION T-SERIES LINEAR LT BLUE<br>WHELEN LIST \$ 168.00 EACH                                                                                                                                                                                                                                                                                  | 1   | 97.44       | 97.44  |
| SRUS-4X-T    | "T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6<br>SRUS LIST \$ 19.58 EACH                                                                                                                                                                                                                                                            | 2   | 11.75       | 23.50  |
| ULB9LDC-RRWW | STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT)<br>SIGNAL VEHICLE LIST \$ 229.17 EACH                                                                                                                                                                                                                                                     | 1   | 137.50      | 137.50 |
| ULB9LDC-BBWW | STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT)<br>SIGNAL VEHICLE LIST \$ 229.17 EACH                                                                                                                                                                                                                                                     | 1   | 137.50      | 137.50 |

**All Issued Quotes Are Valid For 30 Days**

**Sales Tax (7.00%) \$0.00**

| Phone #      | Fax #        | E-mail         | Web Site             |
|--------------|--------------|----------------|----------------------|
| 954-946-9955 | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM |





# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 52819      |

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|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

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|---------------------------------------------------------------------------------------------|
| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference               | 2025 FORD MAVERICK ADMIN X 1                                                                                                                                                                      |     |             |          |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|----------|
| Product                 | Description                                                                                                                                                                                       | Qty | Cust. Price | Total    |
| 274-ULB9BKT             | ULB9 LIGHT PERM MOUNT BRACKET. ADJUSTABLE HEIGHT. AND INCLUDES SUCTION CUPS AS WELL . USED FOR PERMANENT OR TEMPORARY MOUNTING WHEN NOT DOING ADHESIVE MOUNT<br>SIGNAL VEHICLE LIST \$ 46.29 EACH | 2   | 13.79       | 27.58    |
| VTX609R                 | VERTEX SUPER-LED LIGHT RED<br>WHELEN LIST \$ 141.00 EACH                                                                                                                                          | 2   | 81.78       | 163.56   |
| VTX609B                 | VERTEX SUPER-LED LIGHT BLUE<br>WHELEN LIST \$ 141.00 EACH                                                                                                                                         | 2   | 81.78       | 163.56   |
| COMMANDERPLUS6-3R<br>3B | 6 POD COMMANDER PLUS WARNING AND DIRECTIONAL STICK<br>WITH 3 RED AND 3 BLUE PODS<br>SIGNAL VEHICLE LIST \$ 539.00 EACH                                                                            | 1   | 323.40      | 323.40   |
| SRUS-L-3                | "L" BRACKET FOR ARROW STICK 3"<br>SRUS LIST \$ 19.58 EACH                                                                                                                                         | 2   | 11.75       | 23.50    |
| INSTALL                 | CUSTOM INSTALLATION PER HOUR                                                                                                                                                                      | 20  | 69.00       | 1,380.00 |

|                                                |              |                |                                 |
|------------------------------------------------|--------------|----------------|---------------------------------|
| <b>All Issued Quotes Are Valid For 30 Days</b> |              |                |                                 |
|                                                |              |                | <b>Sales Tax (7.00%) \$0.00</b> |
|                                                |              |                |                                 |
| <b>Phone #</b>                                 | <b>Fax #</b> | <b>E-mail</b>  | <b>Web Site</b>                 |
| 954-946-9955                                   | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM            |



# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 52819      |

|                                                                   |
|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

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|---------------------------------------------------------------------------------------------|
| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference  | 2025 FORD MAVERICK ADMIN X 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |             |        |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------|
| Product    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Qty | Cust. Price | Total  |
| TINT SUV   | INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY<br>INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE<br>INSTALL:<br>1 X HHS4200 HANDHELD SIREN/CONTROLLER<br>1 X SA315 SPEAKER WITH SAK1 BRKT<br>1 X TLIR IN GRILL AREA RED DRIVER MOUNT WITH T-BRKT<br>1 X TLIB IN GRILL AREA BLUE PASSENGER MOUNT WITH T-BRKT<br>2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE<br>TAKEDOWN BUTTON FOR ULB9<br>1 X COMMANDERPLUS 6-POD LED STICK<br>RED/RED/RED/BLUE/BLUE/BLUE<br>WIRE FOR WARNING AND TRAFFIC ADVISOR, MOUNT WITH L-BRACKETS<br>1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE ( IF POSSIBLE )<br>1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE ( IF POSSIBLE )<br>1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER ( IF POSSIBLE )<br>1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER ( IF POSSIBLE )<br>TINT PREMIUM 3M BRAND TINT FOR SUV ** FLORIDA LOCATIONS ONLY | 1   | 155.00      | 155.00 |
| TINT STRIP | TINT TO BE 28% ALL WINDOWS<br>TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION ** FLORIDA LOCATIONS ONLY<br>TINT STRIP 28%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1   | 20.00       | 20.00  |

|                                                |              |                |                          |                   |
|------------------------------------------------|--------------|----------------|--------------------------|-------------------|
| <b>All Issued Quotes Are Valid For 30 Days</b> |              |                | <b>Subtotal</b>          | <b>\$3,495.66</b> |
|                                                |              |                | <b>Sales Tax (7.00%)</b> | <b>\$0.00</b>     |
|                                                |              |                | <b>Total</b>             | <b>\$3,495.66</b> |
| <b>Phone #</b>                                 | <b>Fax #</b> | <b>E-mail</b>  | <b>Web Site</b>          |                   |
| 954-946-9955                                   | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM     |                   |



# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 52816      |

|                                                                   |
|-------------------------------------------------------------------|
| Bill To:                                                          |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

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|---------------------------------------------------------------------------------------------|
| Ship To:                                                                                    |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference    | 2025 NISAN ALTIMA ADMIN X 2                                                                                                                                                                                                                                                                                       |     |             |        |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------|
| Product      | Description                                                                                                                                                                                                                                                                                                       | Qty | Cust. Price | Total  |
|              | <b>**PRICES PER BSO CONTRACT # 23004AP</b><br><b>**THIS QUOTE IS FOR ( 2 ) 2025 NISAN ALTIMA ADMIN POLICE VEHICLE</b><br><b>**WORK WILL BE DONE AT STROBES R US JUPITER FACILITY, WILL BE CUSTOMER RESPONSIBILITY FOR DROP OFF AND PICKUP OF VEHICLES</b><br><b>**THIS QUOTE IS GOOD FOR 30 DAYS</b><br><b>**</b> |     |             |        |
| 183-0008-80  | Circuit breaker, 50 amp thermal with manual reset, surface mount<br>D&R LIST \$ 65.00 EACH                                                                                                                                                                                                                        | 2   | 52.00       | 104.00 |
| HHS4200      | WHELEN HAND-HELD SIREN SYSTEM. SAME AS HHS3200, BUT WITH WeCan Port that Supports the Inner Edge FST, XLP and RST Series, WeCan Lightbars, and a WeCan External Amplifier (Not for Use with the CANEM16 Expansion Module)<br>WHELEN LIST \$ 856.00 EACH                                                           | 2   | 496.48      | 992.96 |
| SA315P       | SA315P SPEAKER, BLACK PLASTIC<br>WHELEN LIST \$ 340.00 EACH                                                                                                                                                                                                                                                       | 2   | 197.20      | 394.40 |
| SAK1         | SA-315 MOUNT KIT UNIVERSAL "L" BRACKET<br>INCLUDED WITH SA315P                                                                                                                                                                                                                                                    | 2   | 0.00        | 0.00   |
| TLIR         | ION T-SERIES LINEAR LT RED<br>WHELEN LIST \$ 168.00 EACH                                                                                                                                                                                                                                                          | 2   | 97.44       | 194.88 |
| TLIB         | ION T-SERIES LINEAR LT BLUE<br>WHELEN LIST \$ 168.00 EACH                                                                                                                                                                                                                                                         | 2   | 97.44       | 194.88 |
| SRUS-4X-T    | "T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6<br>SRUS LIST \$ 19.58 EACH                                                                                                                                                                                                                                   | 4   | 11.75       | 47.00  |
| ULB9LDC-RRWW | STAR 9" MINI PHANTOM LED LIGHT (RED/RED/WHT/WHT)<br>SIGNAL VEHICLE LIST \$ 249.80 EACH                                                                                                                                                                                                                            | 4   | 137.50      | 550.00 |
| ULB9LDC-BBWW | STAR 9" MINI PHANTOM LED LIGHT (BLU/BLU/WHT/WHT)<br>SIGNAL VEHICLE LIST \$ 249.80 EACH                                                                                                                                                                                                                            | 4   | 137.50      | 550.00 |
| 274-ULB9BKT  | ULB9 LIGHT PERM MOUNT BRACKET. ADJUSTABLE HEIGHT. AND INCLUDES SUCTION CUPS AS WELL . USED FOR PERMANENT OR TEMPORARY MOUNTING WHEN NOT DOING ADHESIVE MOUNT                                                                                                                                                      | 4   | 13.79       | 55.16  |

**All Issued Quotes Are Valid For 30 Days**

**Sales Tax (7.00%) \$0.00**

| Phone #      | Fax #        | E-mail         | Web Site             |
|--------------|--------------|----------------|----------------------|
| 954-946-9955 | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM |



# STROBES-R-US

POMPANO BEACH LOCATION  
2681 HAMMONDVILLE RD POMPANO BEACH, FL 33069

JUPITER LOCATION  
15335 PARK OF COMMERCE BLVD JUPITER, FL 33478

TENNESSEE LOCATION  
933 CARTHAGE HWY LEBANON, TN 37087

## Official Estimate

| Date       | Estimate # |
|------------|------------|
| 10/30/2024 | 52816      |

|                                                                   |
|-------------------------------------------------------------------|
| <b>Bill To:</b>                                                   |
| PALM SPRINGS POLICE<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

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|---------------------------------------------------------------------------------------------|
| <b>Ship To:</b>                                                                             |
| PALM SPRINGS POLICE<br>ATTN: Katelyn Niskanen<br>230 CYPRESS LANE<br>PALM SPRINGS, FL 33461 |

| Reference  | 2025 NISAN ALTIMA ADMIN X 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |             |          |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|----------|
| Product    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Qty | Cust. Price | Total    |
| VTX609R    | SIGNAL VEHICLE LIST \$ 46.29<br>VERTEX SUPER-LED LIGHT RED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 4   | 81.78       | 327.12   |
| VTX609B    | WHELEN LIST \$ 141.00 EACH<br>VERTEX SUPER-LED LIGHT BLUE ( WHELEN LIST \$ 113.00 EACH )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 4   | 81.78       | 327.12   |
| INSTALL    | WHELEN LIST \$ 141.00 EACH<br>CUSTOM INSTALLATION PER HOUR<br>INSTALL BREAKER FOR LIGHTING/SIREN NEAR BATTERY<br>INSTALL ALL VEHICLES WITH RED ON DRIVER SIDE AND BLUE ON PASSENGER SIDE<br>INSTALL:<br>1 X HHS4200 HANDHELD SIREN/CONTROLLER<br>1 X SA315 SPEAKER WITH SAK1 BRKT<br>1 X TLIR IN GRILL AREA RED DRIVER MOUNT WITH T-BRKT<br>1 X TLIB IN GRILL AREA BLUE PASSENGER MOUNT WITH T-BRKT<br>2 X ULB9LDC IN UPPER FRONT WINDSHIELD RED TO FLASH DRIVER SIDE, BLUE TO FLASH PASSENGER SIDE WHITE<br>TAKEDOWN BUTTON FOR ULB9<br>2 X ULB9LDC IN REAR LOWER DECK, REAR FACING, RED DRIVER SIDE BUE PASS SIDE MOUNT WITH 274-ULB9BKT<br>1 X VTX609R IN FRONT HEADLIGHT DRIVER SIDE ( IF POSSIBLE )<br>1 X VTX609B IN FRONT HEADLIGHT PASSENGER SIDE ( IF POSSIBLE )<br>1 X VTX609R IN REAR BACKUP / REVERSE LIGHTS DRIVER ( IF POSSIBLE )<br>1 X VTX609B IN REAR BACKUP / REVERSE LIGHTS PASSENGER ( IF POSSIBLE ) | 38  | 69.00       | 2,622.00 |
| TINT-SEDAN | TINT PREMIUM 3M BRAND TINT FOR SEDAN<br>TINT TO BE 28% ALL WINDOWS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 2   | 155.00      | 310.00   |
| TINT STRIP | TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION<br>TINT STRIPE TO BE 28%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2   | 20.00       | 40.00    |

|                                                |              |                |                          |                   |
|------------------------------------------------|--------------|----------------|--------------------------|-------------------|
| <b>All Issued Quotes Are Valid For 30 Days</b> |              |                | <b>Subtotal</b>          | <b>\$6,709.52</b> |
|                                                |              |                | <b>Sales Tax (7.00%)</b> | <b>\$0.00</b>     |
|                                                |              |                | <b>Total</b>             | <b>\$6,709.52</b> |
| <b>Phone #</b>                                 | <b>Fax #</b> | <b>E-mail</b>  | <b>Web Site</b>          |                   |
| 954-946-9955                                   | 954-946-9677 | SALES@SRUS.COM | WWW.STROBES-R-US.COM     |                   |



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Police Department

---

### **ITEM #10:**

**SUMMARY:** Under Florida Statutes, specifically the Florida Interlocal Cooperation Act, public agencies are permitted to enter into agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

In 2017, the Council approved entering into an Interlocal Agreement with Palm Beach County (PBC) in order to access PBC's public safety trunked radio system. This provided the department with increased community and officer safety and was the most cost-efficient option. The current agreement with PBC has an initial term that is set to expire March 16<sup>th</sup>, 2025. With the approval of the First Amendment to the Amended and Restated Interlocal Agreement, the term of the agreement will be renewed beginning on March 17<sup>th</sup>, 2025, and continuing through March 16<sup>th</sup>, 2030, pursuant to the exercise of the first renewal option for five (5) years.

The only addition to the First Amendment is:

- Section 24: E-Verify – Employment Eligibility

The County's proposed fees for Unit Access, Replacement Fund Contribution, and System Maintenance are as follows:

#### **One-Time Unit Access Charge:**

- \$3,409.23/Unit

#### **Replacement Fund Contribution:**

- \$340.92/Unit per year

#### **Annual System Maintenance Charge:**

- \$135.61/Unit per year

Section 6.04 of the Interlocal Agreement provides: "The County may review and update the fees and charges identified in Sections 6.01, 6.02, and 6.03 once every three (3) years beginning in January

2021 and every three (3) years thereafter. The annual budget adjustment to the Interlocal Agreement in October 2024 increased the One-Time Unit Access fee from \$3,000.00 to \$3,409.23 and the Replacement Fund Contribution fee from \$300.00/Unit to \$340.92/Unit. It decreased the System Maintenance Program fee from \$163.53/Unit to \$135.61/Unit.

The Village currently maintains sixty-one (61) radios. The One-Time Unit Access Charge for the existing 61 radios has already been paid by the Village.

The initial proposed Interlocal Agreement has been prepared by the Palm Beach County and reviewed by the Police Chief and the Village Attorney.

**FISCAL IMPACT:**

Funding to support the Village's Annual System Maintenance Charge (\$8,272.21) and Replacement Fund Contribution (\$20,796.12) for a total cost of \$29,068.33, for the County's radio system, is available within the FY2025 Police Department Budget with majority of the costs reimbursed through the PBC \$12.50 Equivalent Reimbursement Resolution.

The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

**ATTACHMENTS:**

1. PBC Board of County Commissioners Maintenance Agreement 2020-2025
2. PBC Board of County Commissioners Rate Adjustment 2024-03
3. PBC Board of County Commissioners Maintenance Agreement\_Renewal\_Unsigned
4. PBC Board of County Commissioners Service Agreement 2020-2025
5. PBC Board of County Commissioners Service Agreement\_Direct Connect\_Renewal\_Unsigned

## INTERLOCAL AGREEMENT

R2020 0313

MAR 17 2020

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Village of Palm Springs, a municipal corporation of the State of Florida ("Participant").

### WITNESSETH

**WHEREAS**, the County and the Participant are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Participant; and

**WHEREAS**, the County and the Participant have determined it to be beneficial to both parties for the Participant to purchase radio repair services from the County; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

### SECTION 1: PURPOSE

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive radio repair services to the Participant and the schedule and method of payment to the County for such services. Radio repair services generally include: 1) warranty and maintenance and corrective maintenance services on radio equipment, and 2) programming of radio communication equipment, and 3) installation of radio equipment to vehicles owned and operated by the Participant.

### SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 2633 Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated 8:00 am to 5:00 pm for all repairs and administrative support, Monday through Friday, excluding County holidays. Upon execution of this Agreement, the County will provide the Participant with emergency numbers whereby County personnel can respond to emergencies.

### SECTION 3: WARRANTY AND CORRECTIVE REPAIRS

**3.01 Corrective Repairs.** Corrective repairs will be billed according to the fee schedule identified in **Attachment 1** to this Agreement which is incorporated herein by reference.

**3.02 Commercial Repairs.** Commercial repairs will be billed according to **Attachment**



1 to this Agreement. Any commercial repair to be completed by a vendor outside of the Palm Beach County area and other than the original equipment manufacturer will require the authorization of the Participant prior to commencement of the work.

**3.03 Approval of Emergency Services.** The Participant is to provide the County with a list of person/positions which are authorized to request emergency services. No emergency work will be undertaken by the County unless approved by a person/position contained on the list. Fees for emergency repair services are identified in **Attachment 1**.

**3.04 Approval of Expedited/Overtime Services.** The Participant may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Participant positions pursuant to **Section 3.03** and will be performed according to the fee schedule for emergency services.

**3.05 Approval of Console Inclusion in County Service Agreement.** The Participant may request in writing that its radio communication console be included in the County's Legacy Radio Service Agreement. Upon approval of the costs by the Participant, the County will include in its Service Agreement the Participant's radio console and associated console interface and RF equipment. Participant will be billed for the actual costs as a separate line item on the System Access Charges that are billed by the County in November of each year.

#### **SECTION 4: BILLING SCHEDULE**

The County will prepare and transmit a quarterly invoice to the Participant itemizing the costs. The Participant will immediately review the invoice and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County within thirty (30) days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners  
Special Receivables Section - Finance  
P.O. Box 3977  
West Palm Beach, FL 33402-3977

#### **SECTION 5: ANNUAL RATE INFORMATION TO BE PROVIDED BY COUNTY**

**5.01 Notice of Annual Increases.** The County will update **Attachment 1** and transmit same to the Participant prior to June 1<sup>st</sup> of each year for the fiscal year beginning the next October. Such updates are in the County's sole discretion; but the County agrees that the Participant's fee schedules shall not exceed the fee schedule applied to County departments. The updated Attachment will automatically become a part of this Agreement on October 1<sup>st</sup> each year.

**5.02 Maintenance Information.** The County will provide the Participant with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Participant may request information which it may require to assist in making fiscal or management decisions.

## **SECTION 6: ASSET INFORMATION TO BE PROVIDED BY PARTICIPANT**

On the initial execution of this Agreement, the Participant will provide the County with the information necessary to code all radio and/or communication equipment into the County's automated management system and provide County with encryption codes as reasonably necessary for County to perform the services set forth in this Agreement. Any changes to the Participant's inventory or encryption codes shall be provided to the County as needed.

## **SECTION 7: COUNTY IMPLEMENTED QUALIFICATIONS, TRAINING AND SAFETY PROGRAMS**

The County represents that all repairs will be performed by technicians holding certifications commonly available in the industry. If additional certification and/or training is required to repair new radio equipment models, the County will provide the technicians with the necessary training at no additional cost to the Participant.

## **SECTION 8: LIABILITY**

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Participant pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Participant shall indemnify, defend and save the County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use, or lack thereof, of the radio equipment maintained by County; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case the County shall be made a party to any litigation commenced against the Participant or by the Participant against a third party, then the Participant shall protect and hold harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation, and any appeals thereof, subject to the monetary limitations of Section 768.28 F.S. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts. The provisions of this section shall survive the termination or expiration of this Agreement.

## **SECTION 8A: INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Participant represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Participant is not self-insured, Participant shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at

limits not less than those contained in the Statute.

Should Participant purchase excess liability coverage, Participant agrees to include Participant as an Additional Insured.

The Participant agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Participant contract with a third-party (Contractor) to perform any service related to the Agreement, Participant shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Participant and County as Additional Insureds. Participant shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Participant shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Participant of its liability and obligations under this Agreement.

## **SECTION 9: TERM OF AGREEMENT**

**9.01 Initial Term.** The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

**9.02 Renewals.** This Agreement may be renewed for two (2) additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement's term, the Participant shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the receipt of the request, the County shall process an Amendment to this Agreement which shall be executed by both the Participant and the County.

**9.03 Direct Connect Agreement.** Notwithstanding the above paragraphs, this Agreement shall terminate upon the termination or expiration of the Participant's Direct Connect Agreement with the County.

**9.04 Existing Interlocal Terminated.** This Agreement when effective terminates the Interlocal Agreement between County and Participant R2017-0641.

## **SECTION 10: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time via written amendment executed by both the County and the Participant. Annual updates to the Attachment 1 will not require Board of County Commissioners or Participant Council approval, but will be incorporated automatically each year on October 1<sup>st</sup>.

## **SECTION 11: TERMINATION**

This Agreement can be terminated by either party, with or without cause. Any termination shall be with a minimum of three (3) months notice.

## **SECTION 12: ANNUAL BUDGET APPROPRIATIONS**

Pursuant to State law, this Agreement is subject to the annual budget appropriations of the Participant and the County.

## **SECTION 13: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411-5610

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the Participant:

Village Manager  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

With copies to:

Police Chief  
Village of Palm Springs  
230 Cypress Lane  
Palm Springs, FL 33461

Brian Shutt, Esquire  
Law Offices of Glen J. Torcivia, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

#### **SECTION 14: APPLICABLE LAW**

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

#### **SECTION 15: FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

#### **SECTION 16: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or Participant.

#### **SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## **SECTION 18: NO THIRD PARTY BENEFICIARY**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the Participant.

## **SECTION 19: NON-DISCRIMINATION**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

## **SECTION 20: ASSIGNMENT**

Participant may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

## **SECTION 21: SEVERABILITY**

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

## **SECTION 22: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

## **SECTION 23: EFFECTIVE DATE**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By:   
Deputy Clerk



R2020 0313

MAR 17 2020  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By:   
Dave Kerner, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY:

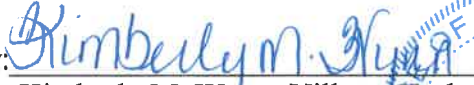
By:   
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

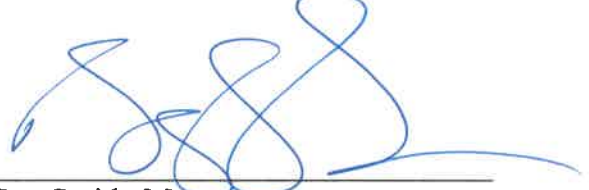
By:   
Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

VILLAGE OF PALM SPRINGS, a  
municipal corporation of the State of Florida

By:   
Kimberly M. Wynn, Village Clerk



By:   
Bev Smith, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
Brian Shutt, Esq., Village Attorney



## ATTACHMENT 1

### **PALM BEACH COUNTY ELECTRONIC SERVICES & SECURITY**

2633 Vista Parkway, West Palm Beach, FL.

Hours are 8:00 am to 5:00 pm

Monday through Friday, excluding County holidays

Business Hours Contact Phone (561) 233-0830

After Hours/Emergency Contact Phone (561) 712-6428

| <b>RADIO REPAIR &amp; MAINTENANCE COSTS</b>         |                                                                        |                                                                                                                       |
|-----------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
|                                                     | <b>Regular</b>                                                         | <b>Emergency/Overtime</b>                                                                                             |
| <b>Shop Labor</b>                                   | \$65.00 per hour,<br>per person                                        | \$97.50 per hour,<br>per person                                                                                       |
| <b>Contract Labor</b>                               | \$150.00 per hour,<br>per person                                       | \$225.00 per hour,<br>per person (Overtime and<br>Saturday)<br>\$300.00 per hour, per person<br>(Sunday and Holidays) |
| <b>Procured Parts and/or<br/>Related Components</b> | At County Procurement Cost + 5% Admin Fee                              |                                                                                                                       |
| <b>Console Maintenance Costs<br/>(if requested)</b> | Console Maintenance Costs<br>will be provided under separate<br>cover. |                                                                                                                       |



CERTIFIED MAIL AND  
RETURN RECEIPT REQUESTED  
7018-1830-0001-8784-3818

March 19, 2024

**Facilities Development &  
Operations Department**

2633 Vista Parkway  
West Palm Beach, FL 33411

Telephone - (561) 233-0200  
Facsimile - (561) 233-0206  
[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)

**Palm Beach County  
Board of County  
Commissioners**

Maria Sachs, Mayor  
Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

**County Administrator**

Verdenia C. Baker.

*"An Equal Opportunity  
Affirmative Action Employer"*

Michael Bornstein, Village Manager  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL, 33461

RE: Annual Budget Adjustments to Interlocal Agreement (R-2020-0314)

Dear Mr. Bornstein:

This letter serves as the County's official notice of fee adjustments associated with the above referenced Interlocal Agreement. Section 6.04 of the Interlocal Agreement provides: "The County may review and update the fees and charges identified in Sections 6.01, 6.02, and 6.03 once every three (3) years beginning in January 2021 and every 3 years thereafter (i.e. adjustments will be calculated in January 2021, 2024, 2027, 2030 etc.) and noticed to Participant by April 1st to be effective for the County's next fiscal year beginning October 1st. In any case, the cost shall be equal to that charged to a County Department. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1st of the applicable year."

Beginning on October 1, 2024, the annual System Maintenance Program fee identified in Section 6.02 will decrease from \$163.53 to \$135.61 per radio. This fee was last modified on October 1, 2021.

The annual Renewal/Replacement fee authorized pursuant to Section 6.03.02 of the Agreement will increase from \$300.00 to \$340.92. This fee was last modified on October 1, 2021.

The One Time System Access Charge authorized by Section 6.01 will increase from \$3,000.00 to \$3,409.23. This fee was last modified on October 1, 2021.

If you have any questions with reference to the above, please do not hesitate to contact us.

Sincerely,

Melicia Wilson  
Contract Analyst

cc - Thomas Ceccarelli, Chief of Police- Certified Mail 7018-1830-0001-8784-3825  
Ken Denker, Radio System Manager  
Mark Broderick, Interim Director FDO Business Operations



CERTIFIED MAIL AND  
RETURN RECEIPT REQUESTED  
7018-1830-0001-8784-3825

March 19, 2024

**Facilities Development &  
Operations Department**

2633 Vista Parkway  
West Palm Beach, FL 33411

Telephone - (561) 233-0200  
Facsimile - (561) 233-0206  
[www.pbcgov.com/fdo](http://www.pbcgov.com/fdo)



**Palm Beach County  
Board of County  
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Michael A. Barnett

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Mack Bernard

**County Administrator**

Verdenia C. Baker.

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Thomas Ceccarelli, Chief of Police  
Village of Palm Springs  
230 Cypress Lane  
Palm Springs, FL, 33461

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Sincerely,

Melicia Wilson  
Contract Analyst

cc - Michael Bornstein, Village Manager- Certified Mail 7018-1830-0001-8784-3818  
Ken Denker, Radio System Manager  
Mark Broderick, Interim Director FDO Business Operations

## **FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT** to the Amended and Restated Agreement R2020-0313 dated March 17, 2020 (“Agreement”), is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and The Village of Palm Springs, a municipal corporation of the State of Florida (“Participant”).

In consideration of the mutual promises contained herein, the County and Participant agree as follows:

1. The term of the Agreement, is renewed beginning on March 17, 2025 and continuing through March 16, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. The Agreement is hereby modified to add the following:

### **SECTION 24: E-VERIFY – EMPLOYMENT ELIGIBILITY**

**26.01** Participant warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, , and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Participant’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**26.02** County shall terminate this Agreement if it has a good faith belief that Participant has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

3. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Participant and County.

(Remainder of the page intentionally left blank)

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed as of the day and year first above written.

**ATTEST:**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER**

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria G. Marino, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

**Village of Palm Springs, municipal  
corporation of the State of Florida**

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Bev Smith, Mayor

\_\_\_\_\_  
Print Name and Title

Agenda Item #: 34-6  
RW/UM 7-0

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

R-2020-0313

Meeting Date: March 17, 2020 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: An Interlocal Agreement with the Village of Palm Springs ("Participant") for radio maintenance services from March 17, 2020 through March 16, 2025.

**Summary:** The Agreement provides for the provision of radio equipment maintenance services to the Participant, by Facilities Development & Operations/Electronic Services & Security Division (FDO/ESS). The Agreement terminates Interlocal Agreement R2017-0641 between the County and the Participant. The services are to be charged on an hourly basis at a cost of \$65/hr/person and \$97.50/hr/person for overtime work. In the event that the County must out-source the labor, a separate labor rate is provided. The rates may be adjusted annually with notification by June 1 (effective that following October 1) at the County's sole discretion, but in no event shall the Participant's fee schedule exceed the fee schedule applied to County departments. This Agreement provides for an initial term of five (5) years with two (2) renewal options, each for a period of five (5) years. The Agreement may be terminated by either party, with or without cause with a minimum of three (3) months' notice. (ESS) Countywide (LDC)

**Background and Justification:** The County has been providing radio equipment maintenance services to the Participant since May 17, 2005. The Participant has determined that is beneficial to the Participant to utilize FDO/ESS to provide radio maintenance services for its public safety radio assets. The Participant has been interoperable with the County's Public Safety Radio System since 2003. In lieu of outsourcing its maintenance needs to a private firm, the Participant has chosen FDO/ESS for these services. No additional personnel will be required within FDO/ESS to perform these services.

**Attachments:**

Interlocal Agreement

Recommended By: MD Amy Wolf 2/21/2020  
Department Director Date  
Approved By: M. Baker 2/29/2020  
County Administrator Date



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years                            | 2020  | 2021 | 2022 | 2023 | 2024 |
|-----------------------------------------|-------|------|------|------|------|
| Capital Expenditures                    |       |      |      |      |      |
| Operating Costs                         |       |      |      |      |      |
| External Revenues                       |       |      |      |      |      |
| Program Income (County)                 |       |      |      |      |      |
| In-Kind Match (County)                  |       |      |      |      |      |
| NET FISCAL IMPACT                       | \$0 * | \$0  | \$0  |      |      |
| # ADDITIONAL FTE POSITIONS (Cumulative) |       |      |      |      |      |

Is Item Included in Current Budget: Yes ☒ No ☐  
Does this item include the use of federal funds? Yes ☐ No ☐

Budget Account No:  
Fund 0001 Dept 410 Unit 4150 Revenue Source 4900  
Fund Dept Unit Revenue Source

B. Recommended Sources of Funds/Summary of Fiscal Impact:

\* Services will be provided on an “as needed” basis and will be billed to the Town for reimbursement.

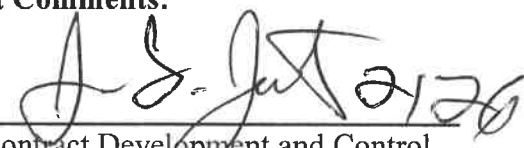
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

  
OFMB <sup>KP</sup>  
2/24

2/25/2020  
4/24

  
Contract Development and Control  
2/26/2020

2/26/2020

B. Legal Sufficiency:   
Assistant County Attorney

C. Other Department Review:  
  
Department Director

## INTERLOCAL AGREEMENT

R2020 0313

MAR 17 2020

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Village of Palm Springs, a municipal corporation of the State of Florida ("Participant").

### WITNESSETH

**WHEREAS**, the County and the Participant are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Participant; and

**WHEREAS**, the County and the Participant have determined it to be beneficial to both parties for the Participant to purchase radio repair services from the County; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

### SECTION 1: PURPOSE

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive radio repair services to the Participant and the schedule and method of payment to the County for such services. Radio repair services generally include: 1) warranty and maintenance and corrective maintenance services on radio equipment, and 2) programming of radio communication equipment, and 3) installation of radio equipment to vehicles owned and operated by the Participant.

### SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 2633 Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated 8:00 am to 5:00 pm for all repairs and administrative support, Monday through Friday, excluding County holidays. Upon execution of this Agreement, the County will provide the Participant with emergency numbers whereby County personnel can respond to emergencies.

### SECTION 3: WARRANTY AND CORRECTIVE REPAIRS

**3.01 Corrective Repairs.** Corrective repairs will be billed according to the fee schedule identified in **Attachment 1** to this Agreement which is incorporated herein by reference.

**3.02 Commercial Repairs.** Commercial repairs will be billed according to **Attachment**

1 to this Agreement. Any commercial repair to be completed by a vendor outside of the Palm Beach County area and other than the original equipment manufacturer will require the authorization of the Participant prior to commencement of the work.

**3.03 Approval of Emergency Services.** The Participant is to provide the County with a list of person/positions which are authorized to request emergency services. No emergency work will be undertaken by the County unless approved by a person/position contained on the list. Fees for emergency repair services are identified in **Attachment 1**.

**3.04 Approval of Expedited/Overtime Services.** The Participant may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized Participant positions pursuant to **Section 3.03** and will be performed according to the fee schedule for emergency services.

**3.05 Approval of Console Inclusion in County Service Agreement.** The Participant may request in writing that its radio communication console be included in the County's Legacy Radio Service Agreement. Upon approval of the costs by the Participant, the County will include in its Service Agreement the Participant's radio console and associated console interface and RF equipment. Participant will be billed for the actual costs as a separate line item on the System Access Charges that are billed by the County in November of each year.

#### **SECTION 4: BILLING SCHEDULE**

The County will prepare and transmit a quarterly invoice to the Participant itemizing the costs. The Participant will immediately review the invoice and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County within thirty (30) days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners  
Special Receivables Section - Finance  
P.O. Box 3977  
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**5.01 Notice of Annual Increases.** The County will update **Attachment 1** and transmit same to the Participant prior to June 1<sup>st</sup> of each year for the fiscal year beginning the next October. Such updates are in the County's sole discretion; but the County agrees that the Participant's fee schedules shall not exceed the fee schedule applied to County departments. The updated Attachment will automatically become a part of this Agreement on October 1<sup>st</sup> each year.

**5.02 Maintenance Information.** The County will provide the Participant with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the Participant may request information which it may require to assist in making fiscal or management decisions.

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On the initial execution of this Agreement, the Participant will provide the County with the information necessary to code all radio and/or communication equipment into the County's automated management system and provide County with encryption codes as reasonably necessary for County to perform the services set forth in this Agreement. Any changes to the Participant's inventory or encryption codes shall be provided to the County as needed.

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The County represents that all repairs will be performed by technicians holding certifications commonly available in the industry. If additional certification and/or training is required to repair new radio equipment models, the County will provide the technicians with the necessary training at no additional cost to the Participant.

## **SECTION 8: LIABILITY**

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Participant pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Participant shall indemnify, defend and save the County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use, or lack thereof, of the radio equipment maintained by County; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case the County shall be made a party to any litigation commenced against the Participant or by the Participant against a third party, then the Participant shall protect and hold harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation, and any appeals thereof, subject to the monetary limitations of Section 768.28 F.S. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by either party to indemnify the other party for its own negligence, willful or intentional acts. The provisions of this section shall survive the termination or expiration of this Agreement.

## **SECTION 8A: INSURANCE**

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Participant represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Participant is not self-insured, Participant shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at

limits not less than those contained in the Statute.

Should Participant purchase excess liability coverage, Participant agrees to include Participant as an Additional Insured.

The Participant agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Participant contract with a third-party (Contractor) to perform any service related to the Agreement, Participant shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Participant and County as Additional Insureds. Participant shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Participant shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Participant of its liability and obligations under this Agreement.

## **SECTION 9: TERM OF AGREEMENT**

**9.01 Initial Term.** The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

**9.02 Renewals.** This Agreement may be renewed for two (2) additional terms of five (5) years each. At least eight (8) months prior to the expiration of this Agreement's term, the Participant shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the receipt of the request, the County shall process an Amendment to this Agreement which shall be executed by both the Participant and the County.

**9.03 Direct Connect Agreement.** Notwithstanding the above paragraphs, this Agreement shall terminate upon the termination or expiration of the Participant's Direct Connect Agreement with the County.

**9.04 Existing Interlocal Terminated.** This Agreement when effective terminates the Interlocal Agreement between County and Participant R2017-0641.

## **SECTION 10: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time via written amendment executed by both the County and the Participant. Annual updates to the Attachment 1 will not require Board of County Commissioners or Participant Council approval, but will be incorporated automatically each year on October 1<sup>st</sup>.

## **SECTION 11: TERMINATION**

This Agreement can be terminated by either party, with or without cause. Any termination shall be with a minimum of three (3) months notice.

## **SECTION 12: ANNUAL BUDGET APPROPRIATIONS**

Pursuant to State law, this Agreement is subject to the annual budget appropriations of the Participant and the County.

## **SECTION 13: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager  
2633 Vista Parkway  
West Palm Beach, FL 33411-5610

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the Participant:

Village Manager  
Village of Palm Springs  
226 Cypress Lane  
Palm Springs, FL 33461

With copies to:

Police Chief  
Village of Palm Springs  
230 Cypress Lane  
Palm Springs, FL 33461

Brian Shutt, Esquire  
Law Offices of Glen J. Torcivia, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

#### **SECTION 14: APPLICABLE LAW**

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

#### **SECTION 15: FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

#### **SECTION 16: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or Participant.

#### **SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.



## **SECTION 18: NO THIRD PARTY BENEFICIARY**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or the Participant.

## **SECTION 19: NON-DISCRIMINATION**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Participant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

## **SECTION 20: ASSIGNMENT**

Participant may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

## **SECTION 21: SEVERABILITY**

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

## **SECTION 22: COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

## **SECTION 23: EFFECTIVE DATE**

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By:

Deputy Clerk



R2020 0313

MAR 17 2020

PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By:

Dave Kerner, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY:

By:

County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

By:

Audrey Wolf, Director  
Facilities Development & Operations

ATTEST:

VILLAGE OF PALM SPRINGS, a  
municipal corporation of the State of Florida

By:

Kimberly M. Wynn, Village Clerk



By:

Bev Smith, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:

Brian Shutt, Esq., Village Attorney

**ATTACHMENT 1**

**PALM BEACH COUNTY  
ELECTRONIC SERVICES & SECURITY**

2633 Vista Parkway, West Palm Beach, FL.  
Hours are 8:00 am to 5:00 pm  
Monday through Friday, excluding County holidays

Business Hours Contact Phone (561) 233-0830  
After Hours/Emergency Contact Phone (561) 712-6428

| RADIO REPAIR & MAINTENANCE COSTS            |                                                                        |                                                                                                                       |
|---------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
|                                             | Regular                                                                | Emergency/Overtime                                                                                                    |
| Shop Labor                                  | \$65.00 per hour,<br>per person                                        | \$97.50 per hour,<br>per person                                                                                       |
| Contract Labor                              | \$150.00 per hour,<br>per person                                       | \$225.00 per hour,<br>per person (Overtime and<br>Saturday)<br>\$300.00 per hour, per person<br>(Sunday and Holidays) |
| Procured Parts and/or<br>Related Components | At County Procurement Cost + 5% Admin Fee                              |                                                                                                                       |
| Console Maintenance Costs<br>(if requested) | Console Maintenance Costs<br>will be provided under separate<br>cover. |                                                                                                                       |

## **FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT** to the Amended and Restated Agreement R2020-0314 dated March 17, 2020 (“Agreement”), is made as of \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and The Village of Palm Springs, a municipal corporation of the State of Florida (“Participant”).

In consideration of the mutual promises contained herein, the County and Participant agree as follows:

1. The term of the Agreement, is renewed beginning on March 17, 2025 and continuing through March 16, 2030, pursuant to the exercise of the first renewal option for five (5) years.
2. The Agreement is hereby modified to add the following:

### **SECTION 24: E-VERIFY – EMPLOYMENT ELIGIBILITY**

**26.01** Participant warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, , and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Participant’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**26.02** County shall terminate this Agreement if it has a good faith belief that Participant has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

3. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Participant and County.

(Remainder of the page intentionally left blank)

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed as of the day and year first above written.

**ATTEST:**

**JOSEPH ABRUZZO  
CLERK OF THE CIRCUIT  
COURT & COMPTROLLER**

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Maria G. Marino, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

**Village of Palm Springs, municipal  
corporation of the State of Florida**

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Bev Smith, Mayor

\_\_\_\_\_  
Print Name and Title

*Office of the Mayor*

**Village of Palm Springs, Florida**

**Proclamation**

**WHEREAS**, the Greater Palm Beach Chapter of National Association of Women in Construction (NAWIC), Chapter 87 has distinguished itself for 61 years as the voice of women in construction in Palm Beach County and SE Florida; and

**WHEREAS**, the work done by the Greater Palm Beach Chapter of NAWIC, Chapter 87 has benefited Palm Beach County, and SE Florida through community development and educational programs; and

**WHEREAS**, the Greater Palm Beach Chapter of NAWIC, Chapter 87 has unceasingly promoted the employment and advancement of women in the construction industry; and

**WHEREAS**, the construction community, represented by Greater Palm Beach Chapter of NAWIC, Chapter 87, has been a driving force in fostering community development through renovation and beautification projects, promotion of skilled trades careers; and a positive vision of the future; and

**WHEREAS**, the Greater Palm Beach Chapter of NAWIC, Chapter 87 has sought to achieve successful results for Palm Beach County and surrounding areas in a cooperative spirit with other organizations;

**NOW, THEREFORE, I, BEV SMITH, Mayor of the Village of Palm Springs**, do hereby recognize the Greater Palm Beach Chapter of NAWIC, Chapter 87, do proudly proclaim the week of March 2-8, 2025, as:

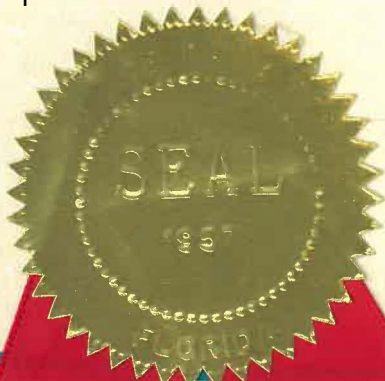
***"WOMEN IN CONSTRUCTION WEEK"***

and encourage our citizens to congratulate the organization on its many accomplishments.

*In witness whereof I have hereunto set my hand  
and caused the seal of this city to be affixed*

Mayor **Beverly Smith**

Date **February 13, 2025**







# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Administration

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**ITEM #12:** Appointment of Voting Delegate(s) to the Palm Beach County League of Cities

**SUMMARY:** Every year, the Palm Beach County (PBC) League of Cities requests that each municipality designate a voting delegate and an alternate(s) if so desired, to vote on behalf of the Village of Palm Springs at the League of Cities general membership, special membership, and general membership functions. The appointed delegate(s) vote on official business items at membership meetings.

Currently, Mayor Smith is the voting delegate for the Village. Vice Mayor Waller, Mayor Pro Tem Schmitz, Council Member Ready, and Council Member Brinkman serve as alternates.

The Village Council is requested to appoint a voting delegate and alternate(s) to the PBC League of Cities.

**FISCAL IMPACT:**

There is no direct fiscal impact to the village.

**ATTACHMENTS:**

1. PBC League of Cities Voting Delegate Form



Take the official action and designate the following voting delegate and alternate(s) to vote on behalf of the above named municipality at any League of Cities general membership meeting, special general membership meeting and/or function of the general membership. This designation applies **ONLY** to weighting voting items for the General Membership.

*Email:*

*Email:*

*Email:*

*Email:*

*Email:*

*Email:*

*Email:*

\_\_\_\_\_ Mayor Signature

\_\_\_\_\_  
Clerk Signature (SEAL)



# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM #13:** Proposed Resolution No.2025-14 - Site Development Plan Amendment (SPR25-01) with a waiver - Palm Tran Public Transit Operation Center - 1200 South Congress Avenue

**SUMMARY:** Ms. Beth Smith from Miskel Backman LLP, agent for the applicant, MG Congress LLC, is requesting a site development plan amendment with one waiver (SPR25-01) to re-use the former Off Lease Only car dealership as a 42,052 square foot Palm Tran Paratransit Operation Center that includes professional offices, and ancillary uses including vehicle storage, vehicle fueling, detailing, minor repairs, and maintenance, to improve micro-transit services provided to the surrounding Palm Beach County community.

Although the Palm Tran Paratransit Operation Center is not a 24-hour use, the applicant is requesting a waiver to allow 24-hours operations given the nature of public transit schedules, early morning and late-night fueling requirements, and vehicle inspections may be necessary.

**Note:** Village Code Section 34-865(1) limits the hours of operation for all uses that typically generate noise including but not limited to, auto repair, carpentry, masonry, etc. in the light industrial land development district shall be restricted to 7:00 a.m. - 6:00 p.m. when adjacent to a residential zoning district. However, Section 34-866 provides that the Village Council may waive this requirement, provided that the spirit and intent of the light industrial land development district is complied with.

A professional office is permitted use in the Light Industrial zoning district, and minor auto repair and vehicle storage services are allowable as ancillary uses. The applicant intends to maintain the same site design and layout as previously approved, and the property will remain under unified control. Additionally, existing tenants will remain in the retail-office spaces fronting South Congress Avenue.

The Planning, Zoning & Building staff do not object to the proposed Site Development Plan Amendment and recommend conditional approval of the proposed project.

The Planning & Zoning Board will consider the proposal at its February 11, 2025 meeting, and their recommendation will be shared at the Council meeting.

**FISCAL IMPACT:**

The proposed request is not expected to provide a direct fiscal impact on the Village; however, if approved, it would require various Village services that will result in increased expenditures on the Village.

**ATTACHMENTS:**

1. Resolution No. 2025-14 - Site Plan Amendment SPR25-01 and a Waiver - Palm Tran at 1200 S Congress Ave
2. Exhibit "A" Staff Report and Conditions of Approval
3. Site Plan, Floor Plans and Survey
4. Justification Statement
5. TPS Letter
6. Color Photos - 1200 S. Congress

**RESOLUTION NO. 2025-14**

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) WITH CONDITIONS, AN APPLICATION SUBMITTED BY MS. BETH SMITH FROM MISKEL BACKMAN LLP, AGENT FOR THE APPLICANT, MG CONGRESS LLC, (“APPLICANT”), FOR A SITE PLAN AMENDMENT (SPR25-01), TO RE-USE THE EXISTING OFF LEASE ONLY CAR DEALERSHIP AS A 42,052 SQ FT AND A WAIVER FOR PALM TRAN PARATRANSIT OPERATION CENTER TO IMPROVE MICRO-TRANSIT SERVICES AT 1200 SOUTH CONGRESS AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Ms. Beth Smith from Miskel Backman LLP, Agent for the applicant, MG Congress LLC, (“Applicant”) is requesting approval of the Site Plan Amendment (SPR25-01) and a waiver for the property at 1200 South Congress Avenue; and

**WHEREAS**, the Planning & Zoning Board will consider these requests with conditions during their February 11, 2025, meeting; and

**WHEREAS**, the recommendation of the Planning, Zoning, and Building Department is to consider this application, subject to staff report conditions; and

**WHEREAS**, the Planning, Zoning & Building staff do not object to the proposed Site Development Plan Amendment and a waiver and recommend conditional approval of the project; and

**WHEREAS**, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and has otherwise been fully informed regarding this matter.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

**Section 1.** Ms. Beth Smith from Miskel Backman LLP, Agent for the applicant, MG Congress LLC, (“Applicant”), for approval with conditions of Site Amendment Plan (SPR25-01) and a waiver, determined as follows:

\_\_\_ Having been otherwise fully apprised of the premises herein, the Village Council hereby adopts the findings of the Board and approves the said application as revised, with the staff report conditions attached hereto as Exhibit “A”, and which is incorporated herein by reference.

OR

\_\_\_ Having been otherwise fully apprised of the premises herein, the Village Council hereby rejects the Board findings and denies the application, finding that good cause for the Site Plan Amendment and the Waiver has NOT been shown and the criteria set forth in Palm Springs Code Section 34-865(1) are NOT met, for the following reason(s):

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Notwithstanding any exceptions, conditions, or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

**Section 2.** This Resolution shall take effect immediately upon adoption.

Council Member \_\_\_\_\_ offered the foregoing resolution. Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows:

|                               | <u>Aye</u>               | <u>Nay</u>               | <u>Absent</u>            |
|-------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KIM SCHMITZ, MAYOR PRO TEM    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared the Resolution duly passed and adopted this 13<sup>th</sup> day of FEBRUARY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
CHRISTY GODDEAU, VILLAGE ATTORNEY



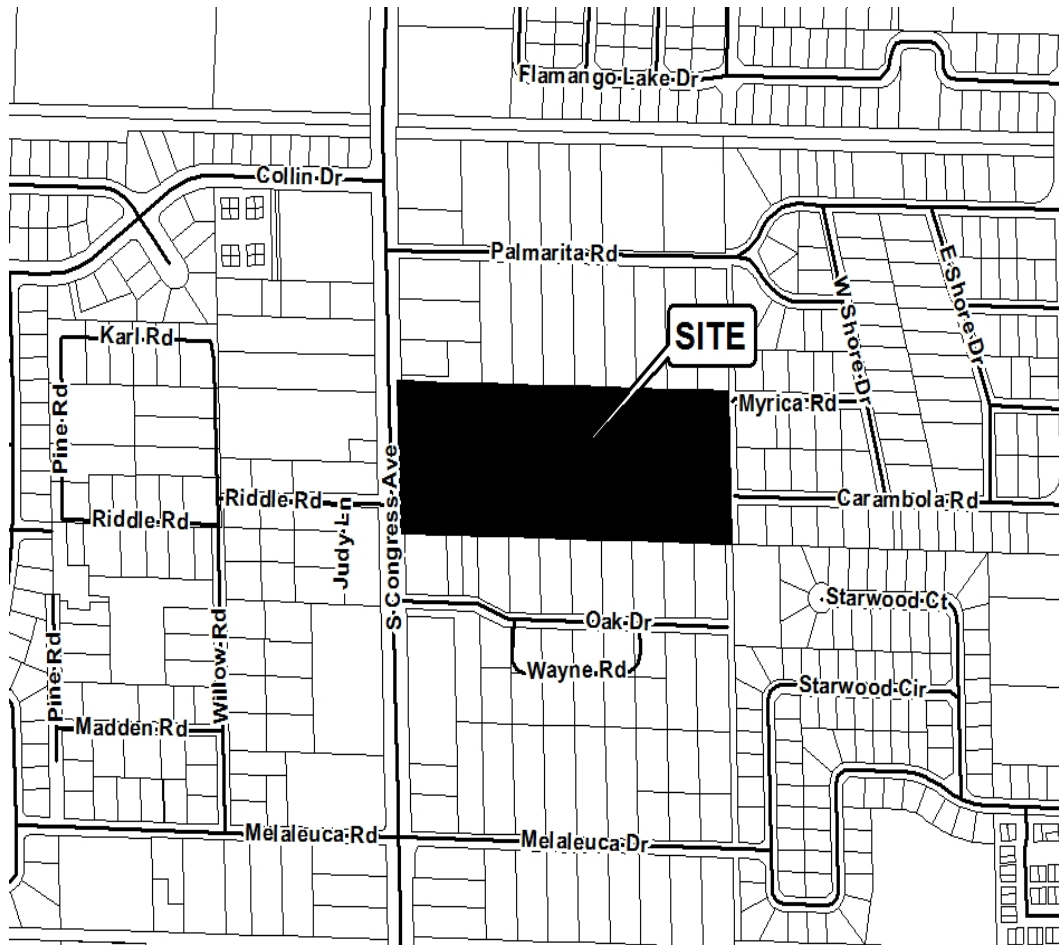


## PLANNING, ZONING & BUILDING STAFF REPORT

**SUBJECT:** Development Order Amendment Major - Palm Tran Paratransit Operation Center – 1200 South Congress Avenue

| Application Summary                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |                                                                                     |
|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Applicant / Petitioner</b>                              | MG Congress LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Submittal Date</b>                                          | 11/22/2025                                                                          |
| <b>Reference Name</b>                                      | Palm Tran Paratransit Operation Center                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Case Number</b>                                             | SPR25-01                                                                            |
|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Parcel Control No</b>                                       | 70-43-44-08-00-000-3090                                                             |
| <b>Location</b>                                            | 1200 S Congress Ave                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Site Area</b>                                               | 14.95 Acres                                                                         |
| <b>LDB Meeting</b>                                         | February 11, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Council Meeting</b>                                         | February 13, 2025                                                                   |
| Requests                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |                                                                                     |
| <b>Proposed Use(s)</b>                                     | An amendment to the existing Site Plan with Special Exception use approved by Resolution No. 2014-24, to re-use the existing Off Lease dealership as a 42,052 square foot Palm Tran Paratransit Operation Center that includes professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), accessory vehicle storage, accessory vehicle fueling, and accessory maintenance, repair and detailing of vehicles, to improve micro-transit services provided to the surrounding Palm Beach County community. |                                                                |                                                                                     |
| <b>Number of Buildings</b>                                 | 3 buildings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                |                                                                                     |
| Parking                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |                                                                                     |
| <b>Code</b>                                                | <b>Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Provided</b>                                                | <b>Meets Requirement</b>                                                            |
| <b>Total Parking (Auto)</b>                                | 262                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 263                                                            | Yes                                                                                 |
| Setbacks                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |                                                                                     |
| <b>Code</b>                                                | <b>Required Minimum</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Proposed</b>                                                | <b>Meets Requirement</b>                                                            |
| <b>Front yard</b>                                          | 30 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 30 feet                                                        | Yes                                                                                 |
| <b>Rear yard</b>                                           | 75 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 685.9 feet (to the maintenance building)                       | Yes                                                                                 |
| <b>Side yard corner</b>                                    | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | N/A                                                            | N/A                                                                                 |
| <b>Side interior</b>                                       | 20 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 20 feet                                                        | Yes                                                                                 |
| Site Characteristics                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |                                                                                     |
| <b>Existing Use</b>                                        | Car Dealership with two retail buildings and a restaurant in the northern building                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Proposed Land Use</b>                                       | Palm Tran Paratransit Operation Center                                              |
| <b>Zoning</b>                                              | Light Industrial (LI)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Existing Future Land Use</b>                                | Light Industrial                                                                    |
| Surrounding Existing Land Use, Future Land Use, and Zoning |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                |                                                                                     |
| <b>Direction</b>                                           | <b>Existing Use</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Future Land Use</b>                                         | <b>Zoning District</b>                                                              |
| North                                                      | Commercial use and residential                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Commercial, and Unincorporated Urban Infill, & Low Residential | Commercial General (CG) and Unincorporated Urban Infill & Single Family Residential |
| South                                                      | Commercial Uses, Single Family Residential                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Commercial and Unincorporated low residential                  | General Commercial and Unincorporated single family residential                     |
| East                                                       | Single family residential                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Unincorporated low residential                                 | Unincorporated single family                                                        |

|                                                                                                    |                                                  |                                            |                                                         |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------|---------------------------------------------------------|
|                                                                                                    |                                                  |                                            | residential                                             |
| West                                                                                               | Office Use, Commercial uses & outdoor recreation | Commercial and Unincorporated Urban Infill | General Commercial (CG) and Unincorporated Urban Infill |
| <b>Recommendation</b>                                                                              |                                                  |                                            |                                                         |
| Land Development Staff recommends conditional approval to re-use the existing space for Palm Tran. |                                                  |                                            |                                                         |



## I Site History

- Ordinance 2006-06: Annexation

On January 12, 2006, the Village Council approved Resolution No. 2006-09 to enter into an annexation agreement with the property owner. The annexation agreement permitted the existing flea market at that time to remain for a maximum of five (5) years. After those five (5) years, the property owner was required to demolish the existing buildings and was permitted to redevelop the property with either a mixed-use (residential and commercial) or cluster residential project. This land use and zoning designation were in anticipation of the Coscan Homes proposal for a multi-family housing community. On January 26, 2006, the Village Council approved Ordinance No. 2006-06 to annex the property. The land use and zoning were subsequently changed to High-Density Residential and Multi-Family Residential, RM, respectively. On October 26, 2006, the Village Council approved Resolution No. 2006-95 for the construction of a 232 three-story townhome project. That project was never constructed and the approval expired on December 31, 2012.

This residential land use was a deviation from the originally planned Light Industrial or Commercial land use designation. In fact, Village staff had worked with Palm Beach County in providing a light industrial placeholder on this property for future concurrency in establishing the Urban Redevelopment Area Priority Redevelopment Area (“URA PRA”) Corridor. The decision to deviate to residential land use occurred at a time when the residential market was strong, and a large known developer expressed strong interest in this property. Unfortunately, the housing market collapsed before the project was built.

In 2012, the Village Council held a workshop to determine their vision for the Congress Avenue Corridor. One result of that workshop was the consensus that the property should return to the originally intended use and further agreed that commercial and industrial uses are more appropriate for this area of Congress Avenue than high-density residential uses. Furthering their vision, on April 11, 2013, the Village Council adopted a land use amendment to change the land use designation to Light Industrial (LI).

On February 14, 2013, the Village Council adopted several Land Development Code amendments to create new regulations for the Light Industrial zoning district and supplemental regulations for vehicle sales establishments. On May 8, 2013, the Village Council approved a zoning change to Light Industrial.

- Resolution 2014-24

On May 8, 2014, the Village Council approved a site plan for the mixed-use project (vehicle sales/maintenance and retail sales with restaurant).

- Resolution No. 2015-71

On September 24, 2015, the Village Council approved an amendment to the existing Site Plan with Special Exception to relocate the approved restaurant from its rectangular shape in the southern retail building to an L-shaped configuration in the northern retail building.

### **Administrative Amendments Requested**

- In April 2015, staff approved an Administrative Site Plan Amendment to relocate the proposed dumpster to a location more suitable for use by the restaurant and added a sidewalk for access from the service door to the dumpster.
- In June 2015, staff approved an Administrative Site Plan Amendment to increase the height of the dealership building by 5’ to a maximum height of 39’ at the front parapet above the main entry.
- On December 8, 2016, an administrative amendment #ASPA201400892 was approved by the Planning, Zoning, and Building Director to clarify the access and screening of the lift station located on the east side of the property.
- On November 26, 2018, An administrative special exception and site plan amendment #ASP201801487 was approved by the Planning, Zoning, and Building Director, for a modification to the floor area for the restaurant to increase from 2,105 square feet (an increase of 45 square feet), and modify the restaurant/office tenant space delineations for the north retail building in a corresponding manner on the site plan.
- On November 14, 2022, an administrative amendment #ASPA202201864 was approved by the Planning, Zoning, and Building Director, for the installation of a 46’ by 27’ canopy structure with an outdoor seating area, to provide some shade to employees and customers while seating outside waiting to be served or during breaks, adjacent to the dealership building on the south side.

## **II Comprehensive Plan Consistency**

The subject property's Future Land Use designation and Zoning are Light Industrial and Light Industrial (LI) respectively. The proposed site development plan amendment to use the property as a professional office with ancillary uses is consistent with the goals, objectives, and policies of the Village's Comprehensive Plan.

## **III Neighborhood Compatibility**

- 1) The proposed project is located on the east side of South Congress Avenue.
- 2) The project is located on one of the most important corridors within the Village limits, South Congress Avenue, which connects the northern and southern portions of the County and surrounding cities.
- 3) Abutting properties to the east are Unincorporated Palm Beach County with residential uses.
- 4) A mix of different commercial uses exists along South Congress Avenue.
- 5) The site is located near transit stops along South Congress Avenue.
- 6) Properties on the West side are generally commercial uses including offices, retail, and recreational.

## **IV Waiver Requested:**

The applicant is requesting a waiver relief from Section 34-865(1) to allow 24-hour operations for the proposed transit dispatch, vehicle fueling, and maintenance instead of the limitation for operations only between the hours of 7:00 am and 6:00 pm.

*The applicant's full justification is attached hereto.*

- a. The requests are in harmony with and are consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

The Waiver is in harmony and consistent with the purpose and intent of the Plan and LDRs and will not be injurious to the area involved or otherwise injurious to the public health, safety, and welfare. The requested Waiver is necessary to permit the transit dispatch center to operate 24 hours per day, which is a crucial component to providing essential transit opportunities within the Village and the County. This will allow Palm Tran to provide micro transit options to the mobility disadvantaged at times when they most need it. Further, the waiver is necessary to allow for vehicle inspections and light maintenance to occur before dispatching vehicles each day to ensure that the vehicles serving the public are safe for their use. It is also important to note that the intensity of the use is not changing from the prior approval and that the Project as a whole conforms to the goals, objectives, and policies of the Comprehensive Plan, as well as the additional zoning and performance requirements outlined in the LDRs, as addressed above. Considering that the waiver is necessary for the project to move forward, and the project is consistent with the Comprehensive Plan and LDRs, the waiver is consistent with the Comprehensive Plan and LDRs. Further, the extension of hours of operations, in this case, will allow Palm Tran to ensure that vehicles are safe for use and to provide transit during the early morning and late night to ensure that safe and efficient transportation is available to all. As such, the project and the waiver are benefit to the public health, safety, and welfare.

- b. The request results from innovative design in which other minimum standards are exceeded.

The requested waiver results from the innovative design in which other minimum standards are met or exceeded. As stated above, the property is in full compliance with the LDRs, exceeds the minimum open space requirements, and

satisfies all conditions provided in the prior development approvals. The project involves the innovative reuse of the now defunct Off Lease Only car dealership with a use that provides a significant benefit to the mobility disadvantaged in the County.

- c. The request demonstrates that granting of the waiver will result in the preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Granting the waiver will result in the preservation of valuable natural resources, including drainage and recharge areas, and natural areas. As detailed above, the project does not involve changes to the existing buildings or site areas that were approved under the prior development approvals and resolutions. Rather, the applicant is going to utilize the existing building that Off Lease Only occupied for the previous decade. As such, the project involves the sustainable reuse of existing structures and infrastructure and prevents the disturbance of additional land and existing natural resources.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

The requested Waiver demonstrates public benefits to the community. The requested Waiver is necessary to permit the transit dispatch center to operate 24 hours per day, which is a crucial component to providing essential transit opportunities within the Village and the County. This will allow Palm Tran to provide micro transit options to the mobility disadvantaged at times when they most need it. Further, the Waiver is necessary to allow for vehicle inspections and light maintenance Page 7 of 10 to occur prior to dispatching vehicles each day in order to ensure that the vehicles serving the public are safe for their use. As such, the requested Waiver results in benefits to the community.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

The requested Waiver provides sufficient screening and buffering to screen adjacent uses from adverse impacts by granting this waiver. As noted above, the existing landscape buffers, wall segments, sidewalks, and landscaping will continue to exist on the Property and will provide screening from surrounding uses.

- f. Economic issues may not be used to justify waivers.

No economic issues are being presented to justify this waiver request. As such, the Waiver complies with this criterion.

- g. The request is compatible with existing and potential land uses adjacent to the development site.

The requested waiver is compatible with the existing and potential land uses adjacent to the property. As noted above, the project does not entail any changes to the existing physical improvements on the property. Rather, the proposed use entails a public service to provide micro transit to the mobility disadvantaged within the Village and the County and will not be any more intensive than had previously existed on the property. The Property will serve primarily as office space for Palm Tran and is appropriately situated along the Congress Avenue corridor. The bulk of the operation will be within the existing building in the center of the property.

- h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.

This criterion is not applicable.

- i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties, and appropriate setbacks are provided as building height increases.

This criterion is not applicable.

**V. Consistency with Palm Springs CRA Redevelopment Plan:**

The Property is located within the Congress Avenue District of the Village's Community Redevelopment Area.

*The applicant's full justification is attached hereto.*

**Detailed Description of Project's Consistency with Five (5) Key Goals of CRA**

**I. Improving Utilities and Infrastructure**

The Project will utilize the existing buildings and parking areas as they were previously approved and currently exist. The existing buildings and infrastructure are modern and well-positioned for adaptive reuse as the prior use was developed less than a decade ago. Further, the proposed Paratransit Operation Center will improve infrastructure by locating mobility services within a central area of the County along a major thoroughfare. The Property will be maintained and operated at a high-quality level, particularly considering the County's involvement. The building and surrounding land on the property are designed to augment the appearance of the surrounding area and serve as a key model for other properties and future development in the District. Additionally, the Palm Tran operation will inevitably contribute to bolstering the surrounding utilities and infrastructure in the Village as the elimination of vacancy and addition of governmental offices and services will attract more businesses and residents will be attracted to the area.

**II. Expanding Job Development and Economic Growth**

The addition of the Palm Tran Paratransit Operation Center and governmental offices will place governmental job opportunities within the Village and promote economic growth through both job development and the location of professionals and service workers within the Village. The proposed facility is in an area appropriate for the intended operation and will enhance the Congress Avenue corridor with a community service business. Additionally, the proposed office and auto repair use will further create a greater demand for goods and services and promote economic growth within the Village.

**III. Enhancing Public Safety**

The Off Lease Only car dealership is no longer in operation and the property is currently vacant. This vacancy places the property at a greater risk of criminal mischief and unwelcome behavior. The introduction of the Palm Tran Paratransit Operations professional office and auto repair use will place employees on the property for up to 24 hours a day, thus reducing the opportunity for criminal activity. Further, there are multiple security apparatus on the property including security cameras, expansive lighting, and security guards. The presence of such an exhaustive operation will serve as a deterrent to any criminal behavior and the implementation of the proposed use will enhance public safety.

**IV. Increasing and Maintaining Workforce Housing**

The Project entails adaptive reuse of an existing commercial space. This goal is not applicable.

**V. Advancing the Partnership with Palm Beach County**

As described above, Applicant intends to re-use the existing Off Lease Only car dealership on the property as a Palm Tran Paratransit Operation Center that includes professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), ancillary uses including vehicle storage, vehicle fueling, maintenance, repair and detailing of vehicles, to improve micro-transit services provided to the surrounding Palm Beach County community. Implementation of an essential transit operation into the Village will foster a working relationship between the Village and Palm Beach County and carve a path for additional ventures to serve all living within these communities.

**Project's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the Congress Avenue District**

As noted above, the Off Lease Only car dealership is no longer in operation and the property is currently vacant. This existing vacancy places the Property at a greater risk of criminal mischief and unwelcome behavior. The applicant intends to re-use the existing Off Lease Only car dealership on the property as a Palm Tran Paratransit Operation Center that includes professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), accessory vehicle storage, accessory vehicle fueling, and accessory maintenance, repair and detailing of vehicles, to improve micro-transit services provided to the surrounding Palm Beach County community. Implementation of an essential transit operation into the Village will improve existing conditions.

**a. Project's ability to assist in achieving strategies and objectives of the Palm Springs CRA**

The Palm Springs CRA is structured around five (5) key investment drivers: land, labor, markets, capital, and regulations. The Project promotes the achievement of these strategies and objectives as follows:

1. Land – Implementation of Palm Tran will contribute to the aesthetic and beautification of the district by adaptively reusing a vacant space. An occupied and well-kept property will promote the nature and appeal of Congress Avenue and further help to attract other businesses to reinvigorate the corridor. Further, utilization of the property for county offices and Palm Tran will increase connections between Village community members and the surrounding County.
2. Labor – Palm Tran employs a large workforce and creates a unique opportunity to partner with workforce providers and workforce training companies. More employment opportunities can be offered to the surrounding community, and this will help to bolster the Village's employment and ultimately the local economy.
3. Markets – The Property is identified as a key area asset. The existing retail and restaurant tenants will remain to serve as a premier destination in the district, thus continuing to meet the retail needs of the area.
4. Capital – Not applicable.
5. Regulations – The Village is business-friendly as proven by approval of the Off Lease Only site plan and special exception applications. Such relationship was critical to implementing the highest and best use of the property. The Palm Tran use further promotes such partnership between the Village and the intended use and increases investment into the community.

**VI. Regulatory Issues:**

- The site plan conforms to the property development standards of the LI district.



- 1) Palm Beach County Traffic Engineering has determined the proposed development meets the Traffic Performance Standards of Palm Beach County on January 15, 2025.
- 2) Palm Beach County Fire Department has approved the proposed project.
- 3) LWDD has no objection to the certification of the proposed site plan amendment.
- 4) The waiver requested shall be approved by the Village's Council.
- 5) The same site design and layout as previously approved will be maintained.
- 6) The property will remain under unified control.
- 7) Existing tenants will remain in the retail office spaces fronting South Congress Avenue.

#### **VII. Environmental Issues:**

- There are no environmental (wetlands, floodplains, etc.) issues identified.

#### **VIII. Community Outreach/ Notification**

- The subject property was posted on January 30, 2025.
- Public Notification letters were mailed to all property owners within a 300-foot radius of the subject property on January 30, 2025.
- Staff has not received any inquiries or comments as a result of the notices.
- Legal advertising was published in the paper on January 31, 2025.

#### **IX. Proposed Development Plan Details**

The petitioner's development plans dated received on November 22, 2024, depict the following:

- Application (dated November 22, 2024) for Site Development Plan Amendment to the original approved site plan:
  1. Site Plan received on November 22, 2024, revised and resubmitted on December 20, 2024.
  2. Floor Plan and Life Safety Plan submitted on November 22, 2024, revised and resubmitted on December 20, 2024.
  3. Photometric Plan received on November 22, 2024, revised and resubmitted on January 21, 2025.
  4. Traffic Study.
  5. Justification Statement of proposed use dated November 22, 2024.

#### **X. Recommendation**

The applicant is requesting a Site Development Plan Amendment to reuse the former Off Lease Only car dealership building to re-use the former Off Lease Only car dealership as a 42,052 square foot Palm Tran Paratransit Operation Center that includes professional offices, and ancillary uses including vehicle storage, vehicle fueling, detailing, minor repairs, and maintenance, to improve micro-transit services provided to the surrounding Palm Beach County community.

The applicant is working with Palm Beach County to lease the property to serve as an operations hub for paratransit services. Palm Tran Connection is a department of Palm Beach County Government responsible for the shared ride door-to-door paratransit service that provides public transportation for qualified residents and visitors (disabled, seniors, and transportation disadvantaged) of Palm Beach County.

The proposed use involves professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), accessory vehicle storage, accessory vehicle fueling, and accessory maintenance, repair, and detailing of vehicles. The project will utilize the existing buildings and parking areas as they were previously approved and currently exist. No physical modifications to the property are proposed in conjunction with the project, and the existing retail and restaurant uses at the northwest corner of the property are proposed to remain.

Staff recommends conditional approval with a total of twenty-nine (29) conditions.

Note: Some of the original 37 conditions of approval (Resolution 2015-71) remain valid and are restated below:

1. Build out date is December 31, 2028.
2. The site approval plan is valid within 24 months of Council approval.
3. The 24-hour operation shall only be allowed at the Palm Tran Paratransit Operation Center. However, no business activity will occur during the extended hours of operation within the two retails-offices-restaurant buildings adjacent to Congress Avenue.
4. Sound emissions shall be in accordance with the Villages land development regulation specifically Section 34-1382.
5. In case of any noise issues, as determined by the PZ&B Director and/or Police Chief, the Applicant may be required to undertake additional measures.
6. A Local Business Tax Receipt shall be applied with the Village prior to any operations
7. The issuance of the local business license shall only occur after inspections are completed by the Village Planning, Zoning, and Building Department.
8. Live animals shall not be used as a means of security for the stored vehicle.
9. To ensure safe access for emergency vehicles through the entire property, vehicles shall not be permitted to park in the emergency access route.
10. Vehicles shall be parked within designated parking spaces only, according to the site plan, and the total number of vehicles shall not exceed 987 vehicles at any given time.
11. No parking shall be allowed, under any circumstances, along the drive aisle, grass areas, or west of the office building. Parking shall only occur within designated parking stalls behind the 6' wall located in line with the former dealership building. No overnight parking shall occur west of the mentioned wall.
12. The bus shelter and premises shall be maintained by the property owner, including regular collection and disposal of refuse.
13. If the property owner intends to create a separate outparcel, plat approval will be required prior to any subdivision or transfer of ownership.
14. All dumpster enclosures shall be provided for recycling containers. The dumpster provider including the construction dumpster shall be Waste Pro USA which is under a franchise Agreement with the Village. No drains are permitted in the dumpster pad.
15. The current concrete wall around the perimeter of the property shall be maintained to present a neat appearance. If there are any breaks, it should be replaced with a solid concrete wall, except where adjacent to the lift station for maintenance reasons.
16. The two retail buildings adjacent to Congress Avenue shall not be used exclusively for the proposed Palm Tran Paratransit Operation Center.
17. Any proposed changes to the use of the two retail-office-restaurant buildings adjacent to Congress Avenue will require subsequent approval of the Village Council.
18. The life safety plan shall be reviewed and approved by the Planning, Zoning, and Building department at the time of business license application.
19. The photometric plan shall be submitted for review and approval to the Village Planning, Zoning and Building Department and a site lighting must be certified by an engineer prior to the issuance of the business license.

20. The general contractor shall be on site during any and all construction activity in accordance with F.S 489.1195.
21. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
22. If any renovations are required, the project shall obtain permits from the Village of Palm Springs and be constructed in accordance with the FBC edition in effect at the time of permitting.
23. A Landscape Architect shall certify the landscaping prior to the issuance of the business license. The applicant is responsible for the replacement of any missing landscaping within any landscape buffer. Any substitution of Landscape materials shall be approved by the Landscape Architect and the Village before the installation.
24. The property is approved for 2,105 s.f. of restaurant use. Currently, a single restaurant is in the north retail building; but the applicant may shift the location of the restaurant between the two buildings, through an Administrative Amendment process, as long as the total floor area is not exceeded, and a relationship is maintained between the restaurant and central courtyard/plaza.
25. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
26. Landscaped areas shall be irrigated. New irrigation systems shall be maintained separately from potable water distribution systems and shall include rain sensor shut-off mechanisms.
27. A silt barrier shall be installed around the perimeter of the property prior to the commencement of any site work or construction activity and shall remain through substantial completion.
28. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and Standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
29. Any new signage must comply with the Village Land Development Regulations.





|                                    |                                                     |
|------------------------------------|-----------------------------------------------------|
| <b>PARKING:</b>                    |                                                     |
| PUBLIC TRANSIT OPERATION CENTER:   |                                                     |
| OFFICE (31,595 S.F.):              | 158 SPACES (1 SPACE/200 S.F.)                       |
| VEHICLE MAINTENANCE:(10,457 S.F.): | 53 SPACES (1 SPACE/200 S.F.)                        |
| RETAIL (4,010 S.F.):               | 20 SPACES (1 SPACE/200 S.F.)                        |
| RESTAURANT (2,150 S.F.):           | 22 SPACES (1 SPACE/100 S.F.)                        |
| OFFICE: (1,860 S.F.):              | 9 SPACES (1 SPACE/200S S.F.)                        |
| GUARD HOUSE (100 S.F.):            | 0 SPACES                                            |
| PARKING REQUIRED:                  | 262 SPACES                                          |
| <b>PARKING PROVIDED:</b>           |                                                     |
|                                    | 262 SPACES                                          |
|                                    | (INCLUDES 15 EMPLOYEE PARKING BEHIND SECURITY WALL) |
| HANDICAP SPACES REQ'D:             | 9 SPACES                                            |
| HANDICAP SPACES PROVIDED:          | 9 SPACES                                            |
| VAN STORAGE:                       | 987 SPACES                                          |

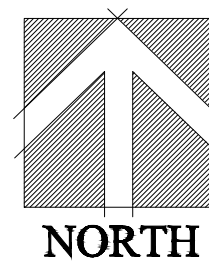
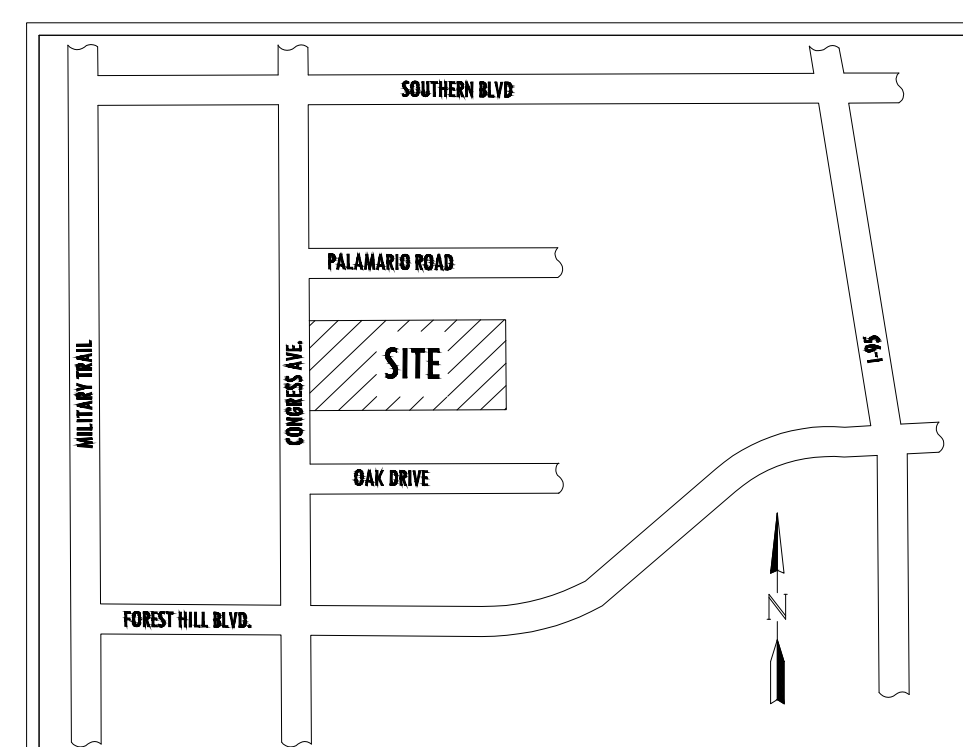
|          | PROPERTY DEVELOPMENT REGULATIONS |                        |         |           |      |             |       |                       |        |        |
|----------|----------------------------------|------------------------|---------|-----------|------|-------------|-------|-----------------------|--------|--------|
|          | ZONING DISTRICT                  | MINIMUM LOT DIMENSIONS |         |           | FAR  | BLDG. COVER | FRONT | MIN. BLDG. SETBACKS   |        |        |
|          |                                  | SIZE                   | WIDTH   | DEPTH     |      |             |       | SIDE                  | CORNER | REAR   |
| REQUIRED | IL                               | 1 A.C.                 | 100'    | 200'      | 1.0  | 85%         | 30'   | 75' VES.<br>20' CORN. | N/A    | 75'    |
| PROVIDED | IL                               | 14.75 A.C.             | 504.78' | 1,272.77' | .074 | 5.3%        | 30'   | 20'                   | N/A    | 685.9' |

**ZONING VARIANCE APPROVAL -**

**GENERAL NOTES:**

PAINT TO MATCH BUILDING  
**MONUMENT SIGN DETAIL**  
NOT TO SCALE

- The existing 8' perimeter wall shall be painted on both sides to match building colors.
- The existing wall is a pre-cast concrete panel w/ pre-cast conc. columns and decorative cap.
- New wall segments that are missing shall be filled in with matching concrete columns and panel sections to match the existing wall.
- The existing wall segment total 173.85 L.F. (Measured from survey) and are noted on site plan
- Any existing fence segments located where new wall segments are proposed, shall be removed at time of new wall installation.
- Perimeter Wall details can be found on A3.04, Detail 1



1502 W. FLETCHER AVE.  
UNIT NO. 101  
SUITE 206  
TAMPA, FL 33612  
JUPITER, FL 33458  
P: (813) 379-4100  
P: (561) 203-7503

**Sunshine 811**

**Check positive response codes before you dig!**

## ENTITLEMENT

|              |                   |
|--------------|-------------------|
| PROJECT No.: | F180081           |
| DRAWN BY:    | CAD               |
| CHECKED BY:  | MAT               |
| DATE:        | 11/22/24          |
| CAD I.D.:    | F2400XX-SITE PLAN |

PROJECT:

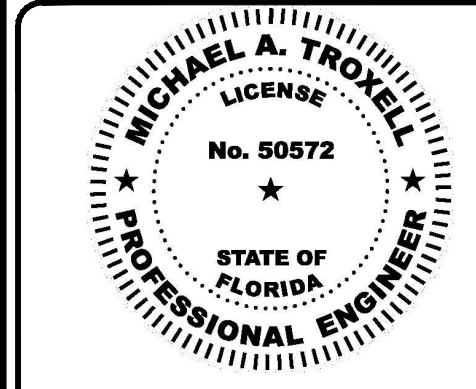
**1200 S. CONGRESS  
1200 S. CONGRESS AVE  
PALM SPRINGS, FL**

FOR

**MIDTOWN GROUP**



6300 NW 31ST AVENUE  
FORT LAUDERDALE, FL 33309  
PH: (954) 202-7000  
FX: (954) 202-7070  
[www.ThomasEngineeringGroup.com](http://www.ThomasEngineeringGroup.com)



December 20, 2024  
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

## SITE PLAN

SHEET NUMBER:

**SP-1**



Congress Avenue

## LANDSCAPE DATA:

PROJECT NAME: OFFLEASE AUTO  
PROPERTY ADDRESS: 1200 S. CONGRESS AVE.  
EXISTING USE(S): VACANT  
PROPOSED USE(S): VEHICLE DEALERSHIP/RETAIL  
SITE AREA: 14.75 ACRES (642,587 S.F.)  
INT. LANDSCAPE AREA REQ'D.: 25,080 S.F. (20 S.F./PARKING SPACE)  
INT. LANDSCAPE AREA PROVIDED: 39,650.28 S.F. (EXCLUDES BUFFERS & DETENTION)  
PERCENTAGE OF NATIVE TREES PROVIDED: 72.6%  
PERCENTAGE OF NATIVE SHRUBS PROVIDED: 89.9%

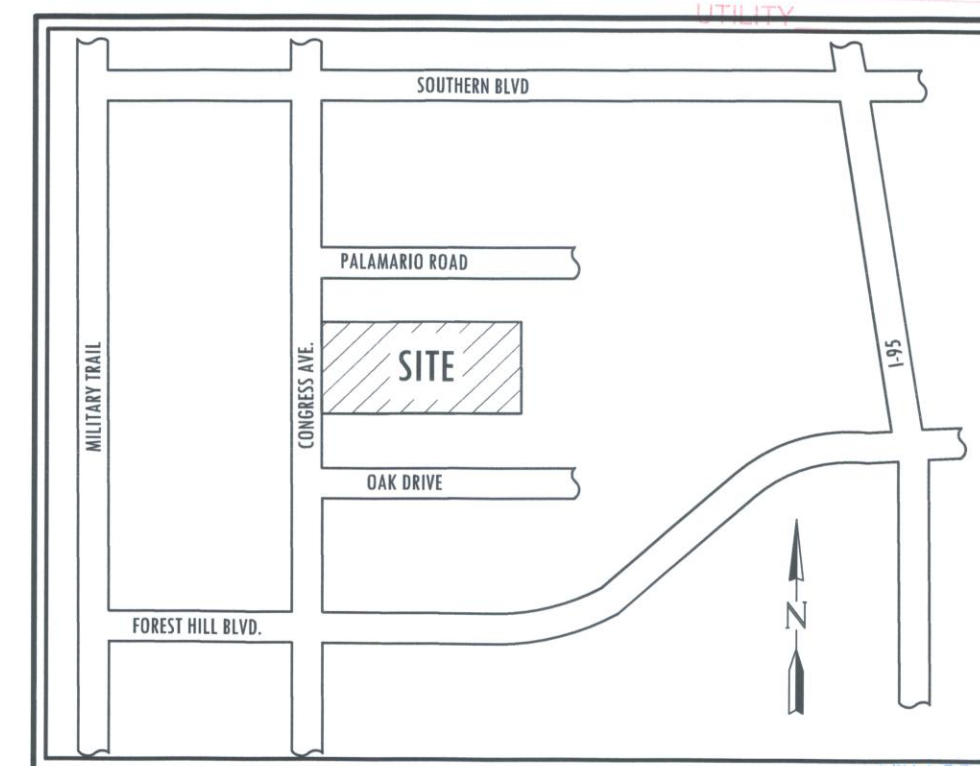
## LANDSCAPE LEGEND:

| COMMON NAME (BOTANICAL NAME)                    | SIZE AT TIME OF PLANTING                         |
|-------------------------------------------------|--------------------------------------------------|
| ROYAL PALM (ROYSTONIA ELATA)                    | 8-10' G.W. (24" O.A.)                            |
| LIVE OAK (QUERCUS VIRGINIANA)                   | 12-14' O.A., 5' SPD.                             |
| SILVER BUTTWOOD (CONOCARPUS ERECTUS 'SERICEUS') | 10-12' O.A., 5' SPD.                             |
| DAHOON HOLLY (ILEX CASSINE)                     | 12-14' O.A., 5' SPD., FULL TO GROUND             |
| LIGUSTRUM TREE (LIGUSTRUM JAPONICUM)            | 10-12' O.A., 8-10' SPD.                          |
| CABBAGE PALM (SABAL PALMETTO)                   | 10'-24" C.T., STAGGER HEIGHTS, 2/3 CURVED TRUNKS |
| MONTGOMERY PALM (VEITCHIA MONTGOMERYANA)        | 16' O.A., SINGLE, MATCHED HEIGHTS                |
| HEDGE                                           | 24" O.A. (36" ALONG RESIDENTIAL)                 |

## LANDSCAPE NOTES

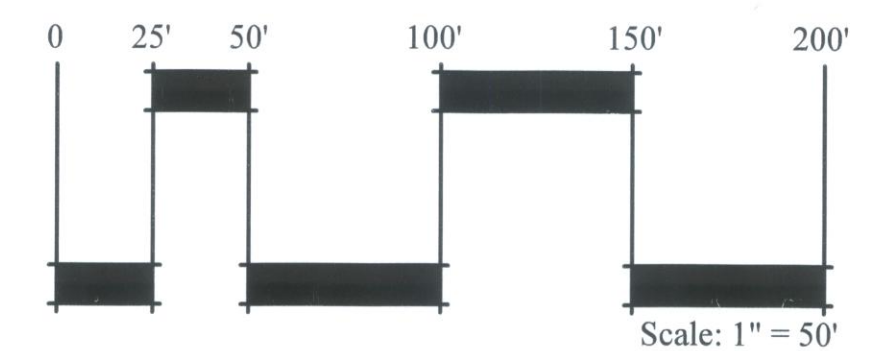
- ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY "GRADES AND STANDARDS" LATEST EDITION.
- ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF VILLAGE OF PALM SPRINGS LAND DEVELOPMENT REGULATIONS.
- THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS CHANGES WITHOUT THE AUTHORIZATION OF THE VILLAGE OF PALM SPRINGS, THE OWNER AND THE LANDSCAPE ARCHITECT.
- THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.
- ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.
- ALL SOD SHALL BE STENOPTERIS SECONDARIUM FLORITAM (ST. AUGUSTINE SOD).
- ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO FLORIDA DEPARTMENT OF TRANSPORTATION SIGHT LINE GUIDELINES.
- CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 10' AND 8' WITHIN SIGHT VISIBILITY TRIANGLES. TWENTY (20) FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION, ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FOOT INDEX 546.
- ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.
- ALL PROPOSED LANDSCAPE AREAS SHALL RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSING DEVICE ACCORDING TO LOCAL AND STATE CODES. IRRIGATION WATER SHALL BE PULLED FROM A WELL SOURCE.
- ALL ABOVE GROUND UTILITIES SHALL BE SCREENED FROM VIEW ON THREE SIDES WITH AN APPROPRIATE HEDGE MATERIAL. HEIGHT OF PLANT MATERIAL AT TIME OF INSTALLATION SHALL BE AT LEAST AS TALL AS THE UTILITY BEING SCREENED AND SHALL BE SPACED APPROPRIATELY IN ORDER TO PROVIDE COMPLETE SCREENING OF UTILITY WITHIN ONE YEAR OF INSTALLATION.
- ALL TREES NOT LOCATED WITHIN A LANDSCAPE BED SHALL RECEIVE A 4-5" DIA. MULCH RING.
- ALL EXOTIC AND NUISANCE VEGETATION SHALL BE REMOVED FROM SUBJECT PROPERTY PRIOR TO ANY CERTIFICATE OF OCCUPANCY.

## LOCATION MAP



## Landscape Plan

REFER TO SHEET LP-2 FOR PLANT LIST



Planning & Development  
CONSULTANTS  
&  
Litterick  
Landscape  
Architecture

2740 SW Martin Downs Blvd. #199  
Palm City, FL 34990  
561-719-3876  
JasonLA1677@yahoo.com  
Landscape Architect of Record  
5/27/15  
Jason M. Litterick, RLA  
(LA0001677)

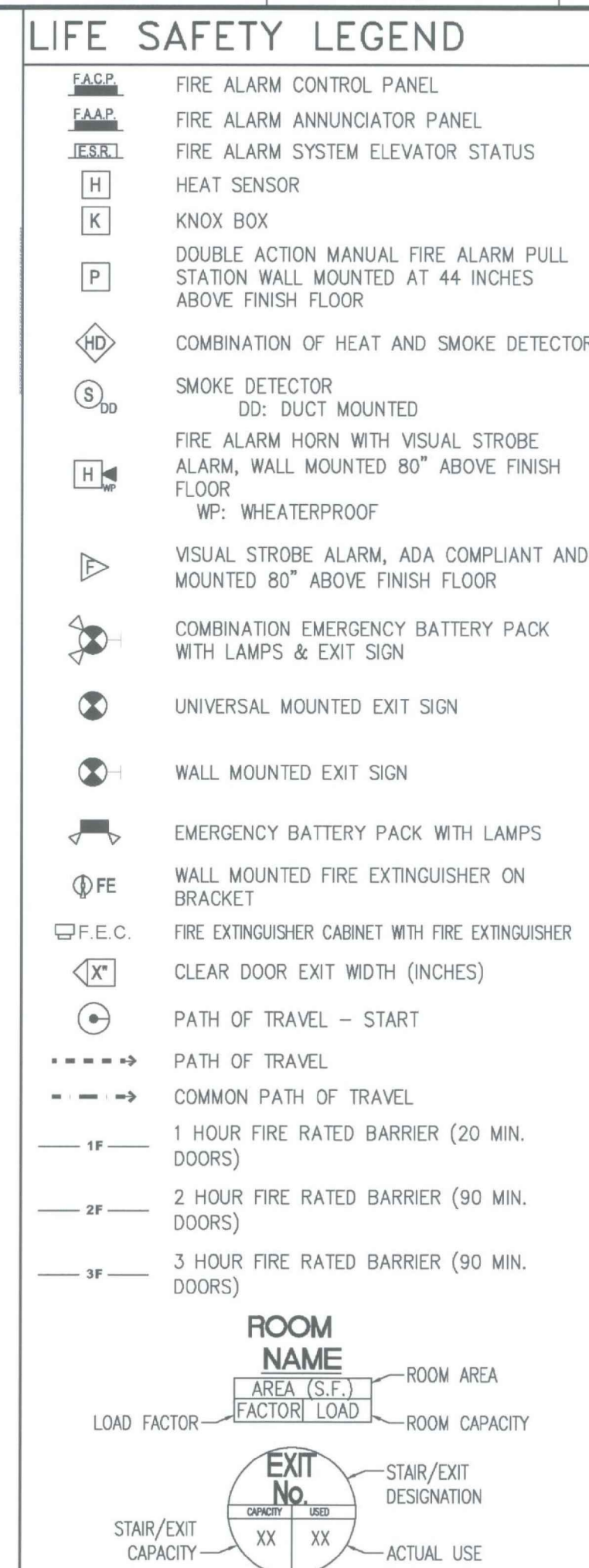
Offleaseonly  
WWW.OFFLEASEONLY.COM  
Village of Palm Springs, Florida

Scale: 1" = 50'-0"

Designed: JML  
Drawn: JML  
Approved: JML  
Date: 7/16/14  
Job no.: 10/10/14  
Revisions: 2/2/15  
4/2/15  
5/29/15

Sheet No.  
LP-1  
JOB NO.





1. PROVIDE ACCESSIBLE MEAN OF EGRESS TO COMPLY WITH 7.5.4. OF THE 2010 IFPC NFPA 101
2. TWO WAY COMMUNICATION SYSTEM MODEL 2100--956R, SURFACE MOUNT BY RATH AREA OF REFUGE PER NFPA 101 SECTION 7.2.12.2.5. REFER TO SHEET A5.01 FOR ADDITIONAL INFO.
3. PROVIDE AN EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM IN ACCORDANCE WITH 907.5.2.2 - 2010 FBC
4. AREA OF REFUGE SIGNAGE PER NFPA 101 SECTION 7.2.12.3.5 - REFER TO SHEET A5.01 FOR ADDITIONAL INFO.

Call 811 or visit [sunshine811.com](http://sunshine811.com) two full business days before digging to have buried facilities located and marked.

Check positive response codes before you dig!

ENTITLEMENT

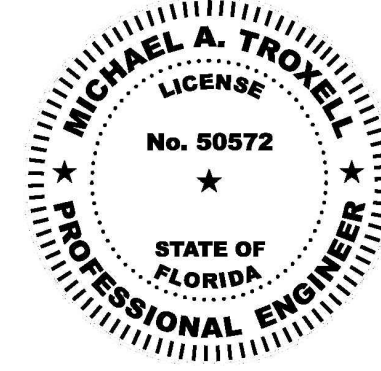
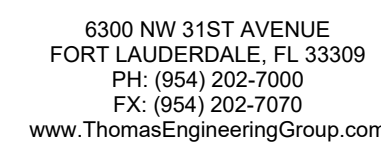
|              |                 |
|--------------|-----------------|
| PROJECT No.: | F180081         |
| DRAWN BY:    | CAD             |
| CHECKED BY:  | MAT             |
| DATE:        | 11/22/24        |
| CAD I.D.:    | A1.20 ROOF PLAN |

PROJECT:

**1200 S. CONGRESS  
1200 S. CONGRESS AVE  
PALM SPRINGS, FL**

FOR

**MIDTOWN GROUP**



December 20, 2024  
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

## FIRST FLOOR LIFE SAFETY PLAN

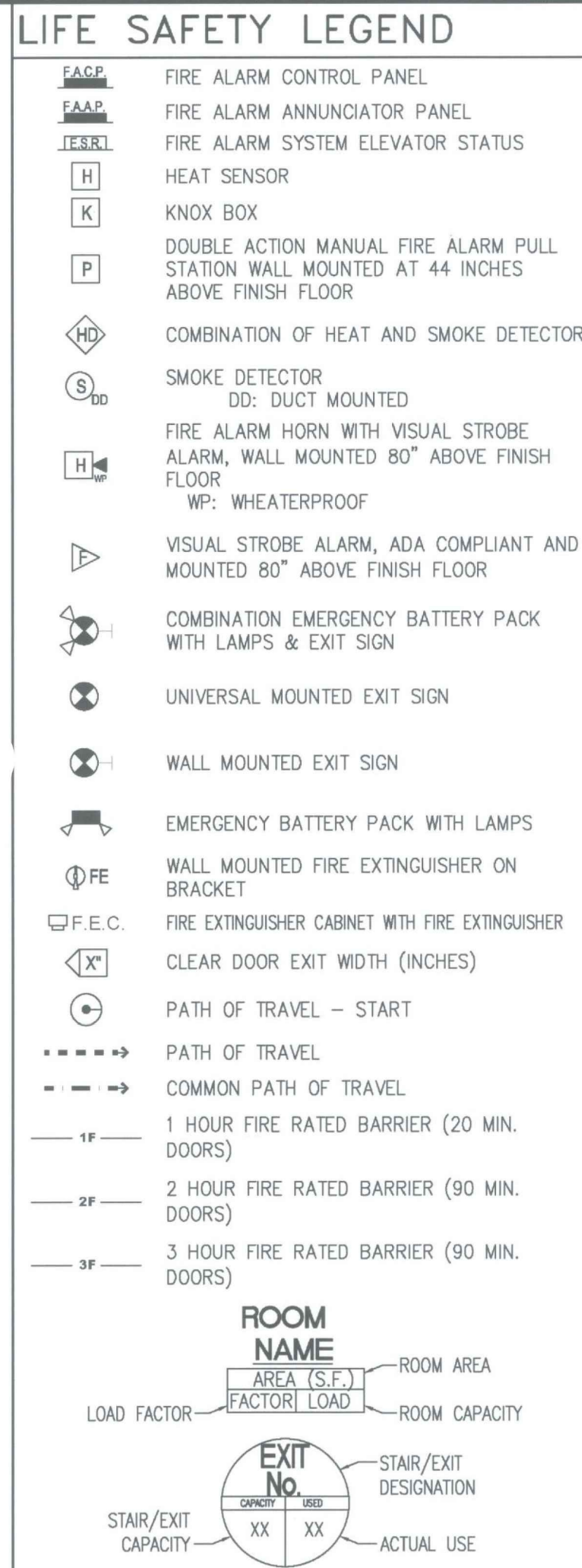
SHEET NUMBER:

# AC1.00





Printed on Friday, December 20, 2024, 4:13 PM by Cesar DelosSantos  
\\THOMAS-FDC\PROJECTS\WINTOWN GROUP\2024\1200 S CONGRESS AVE, PALM SPRINGS\DWG\2024-12-20 SUBMITTAL\A1.20 ROOF PLAN----->LAYOUT: A1.10



1. PROVIDE ACCESSIBLE MEANS OF EGRESS TO COMPLY WITH 7.5.4. OF THE 2010 NFPA NFPA 101
2. TWO WAY COMMUNICATION SYSTEM MODEL 2100-956R SURFACE MOUNT BY RATH AREA OF REFUGE PER NFPA 101 SECTION 7.2.12.2.5. REFER TO SHEET A5.01 FOR ADDITIONAL INFO.
3. PROVIDE AN EMERGENCY VOICE/ALARM COMMUNICATION SYSTEM IN ACCORDANCE WITH 907.5.2.2 – 2010 FBC
4. AREA OF REFUGE SIGNAGE PER NFPA 101 SECTION 7.2.12.3.5 – REFER TO SHEET A5.01 FOR ADDITIONAL INFO.



|       |                      |
|-------|----------------------|
| A1.10 | SCALE: $3/32"=1'-0"$ |
|-------|----------------------|

1502 W. FLETCHER AVE.  
UNIT NO. 101  
TAMPA, FL 33612  
P: (813) 379-4100

125 W. INDIANTOWN RD.  
SUITE 206  
JUPITER, FL 33458  
P: 561-203-7503

INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN PERMISSION OF THE COMPANY. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PERSON OR ENTITY ARISING FROM THE USE OF THIS PLAN. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PERSON OR ENTITY ARISING FROM THE USE OF THIS PLAN.

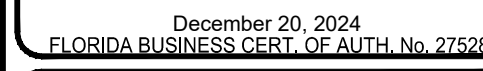
**Sunshine 811**  
Call 811 or visit [sunshine811.com](http://sunshine811.com) two full business days before digging to have buried facilities located and marked.  
Check positive response codes before you dig.

|              |                 |
|--------------|-----------------|
| PROJECT No.: | F18008          |
| DRAWN BY:    | CAI             |
| CHECKED BY:  | MA              |
| DATE:        | 11/22/20        |
| CAD I.D.:    | A1.20 ROOF PLAN |

FOR

MIDTOWN GROUP

6300 NW 31ST AVENUE  
FORT LAUDERDALE, FL 33309  
PH: (954) 202-7000  
FX: (954) 202-7070  
[www.ThomasEngineeringGroup.com](http://www.ThomasEngineeringGroup.com)



SHEET NUMBER:

## AC1.10



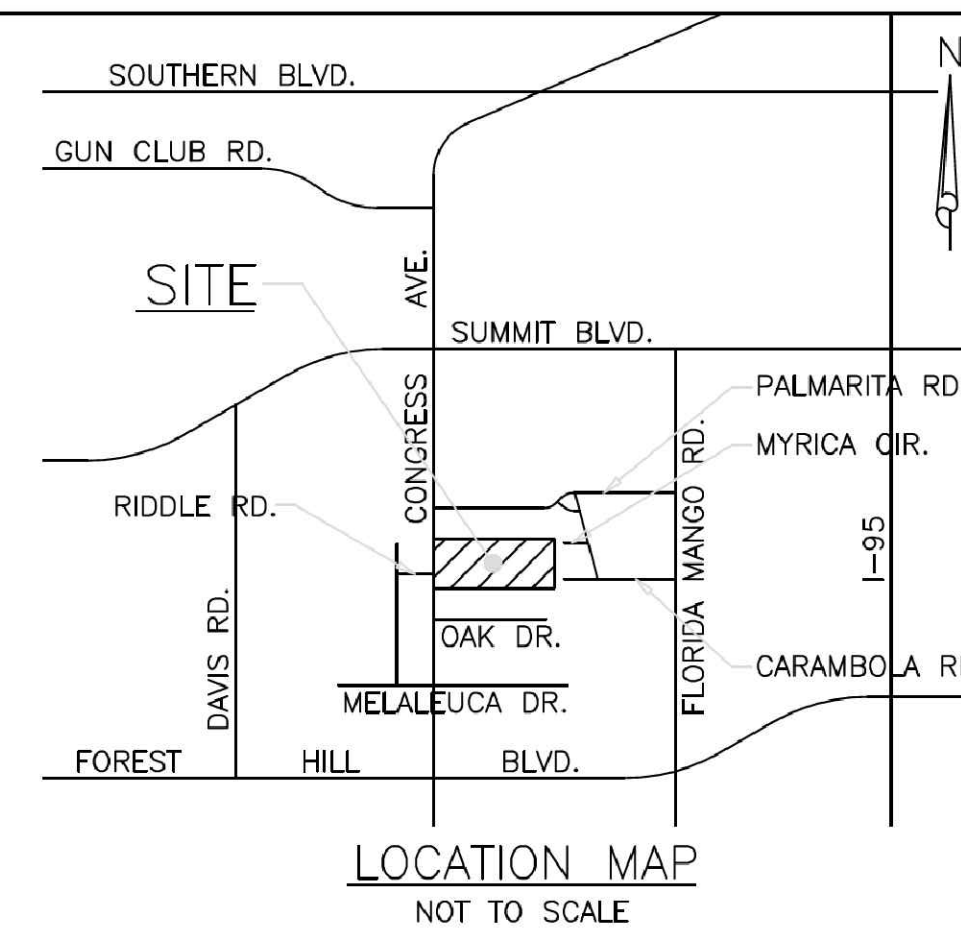
SCALE 1"=30'

Scale in Feet  
1 inch = 30 ft.



The South 3/8 of the Northwest Quarter of the Northwest Quarter of Section 8, Township 44 South, Range 43 East, less the West 50 feet thereof, lying and being in Palm Beach County, Florida.

**LESS AND EXCEPT** that portion thereof, conveyed to the State of Florida Department of Transportation by that certain Warranty Deed recorded January 29, 2016 in Official Records Book 28073, Page 1864, of the Public Records of Palm Beach County, Florida.



LOCATION MAP  
NOT TO SCALE

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date heretofore but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
  - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village, or other authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
6. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
7. Resolution fixing set-back requirements for State Road 807 (Congress Avenue) recorded in Deed Book 1105, Page 616. This item is superseded by site plan, see sheet 3 of 3.
8. Terms and conditions as contained in that certain General Permit in favor of Southern Bell Telephone and Telegraph Company recorded February 25, 1959, in Official Records Book 310, Page 64. This item is [NOT] plotted hereon and does affect the subject property. (blanked easement)
9. Terms, provisions, and conditions of that certain Environmental Resource Permit Notice in favor of the South Florida Water Management District, recorded August 8, 2007, in Official Records Book 22010, Page 204. This item is [NOT] plotted hereon and does affect the subject property.
10. Right-of-Way of State Road 807 (Congress Avenue) as now laid out and in use.
11. Easement in favor of Florida Power & Light Company, recorded June 1, 2016 in Official Records Book 28334, Page 664. This item is plotted hereon and does affect the subject property.
12. Utility Easement in favor of Palm Beach County, recorded December 1, 2016 in Official Records Book 28736, Page 169. This item is plotted hereon and does affect the subject property.
13. Terms and conditions of that certain Potable Water and Wastewater Development Agreement by and between Palm Beach County and Off Lease Only, Inc., a Florida corporation, recorded December 5, 2016 in Official Records Book 28744, Page 1383. This item is [NOT] plotted hereon and does affect the subject property.
14. Easement in favor of Florida Public Utilities Company, recorded May 5, 2017 in Official Records Book 29068, Page 212. This item is plotted hereon and does affect the subject property.
15. Easement in favor of Florida Power & Light Company, recorded May 5, 2017 in Official Records Book 29068, Page 218. This item is plotted hereon and does affect the subject property.
16. Terms, covenants, conditions, restrictions, provisions, burdened easements, rights, duties, obligations and other matters contained in that certain unrecorded lease by and between Sprint Realty, L.P., a Delaware limited partnership, Landlord, and Off Lease Only LLC, a Florida limited liability company, Tenant, as memorialized by that certain Memorandum of Lease of record in Official Records Book 31754, page 1943, and as amended by that certain Amended and Restated Memorandum of Lease of record in Official Records Book 32829, page 532, of the public records of Palm Beach County, Florida. This item is [NOT] plotted hereon and does affect the subject property.

A circular professional seal for APOGEE SERVICES INC. The outer ring contains the text "APOGEE SERVICES INC." at the top and "Professional Surveyor and Mapper Business" at the bottom. The inner circle contains the text "License Number LB7644" and "STATE OF FLORIDA". The seal is stamped over the bottom right corner of the map, partially overlapping the "14" in the corner.

L.B. #7644

EV- 1 UPDATE ALTA SURVEY 11-10-24 RNB

**LAPOGEE SERVICES, INC.**  
703 S.W. 24<sup>TH</sup> Avenue, Boynton Bch., FL 33435  
OFFICE: 561-441-5354, FAX: 1-866-425-2032

|           |         |
|-----------|---------|
| PROJECT # | 115-005 |
|-----------|---------|



[illegible]

1. UNDERGROUND FPL LINE FALLS OUTSIDE OF EASEMENT.  
(SHEET 1 AND 2, FOUR COUNTS)

2. FPL TRANSFORMER AND UNDERGROUND FPL LINE NORTH AREA OF NORTH RETAIL BLDG NOT IN A DEDICATED EASEMENT. (SHEET 1)

3. WOOD SIGN AT NORTH WEST CORNER OF SITE ENCH  $\pm 0.5'$  ONTO PROPERTY.  
(SHEET 1)

4. MULTIPLE WOOD UTILITY POLES WITH GUY WIRES, UTILITY BOXES ALONG EAST SIDE OF SOUTH CONGRESS AVE. (SHEET 1)

5. POSSIBLE ENCHROCHMENTS ALONG NORTH, SOUTH AND EAST BOUNDARY LINES AS ACCESS WAS LIMITED.

6. COVERED CONCRETE BUS STOP ALONG EAST RIGHT OF WAY CONGRESS AVENUE.

\* FPL EASEMENT, recorded May 5, 2017 in ORB 29068, Pg 218,  
by GeoPoint Surveying, Inc. does not encompass the FPL concrete pad as shown.

This survey does not constitute a title search by Apogee Services, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Apogee Services, Inc. relied upon a Fidelity National Title Insurance Company, commitment for title insurance, commitment number 11736719, prepared by Fidelity National, Title of Florida, Inc., Commitment date May 2, 2024 at 8:00AM.

The legal description used for this survey is the legal description in the title report.

This sketch is not valid unless sealed with the embossed seal of the certifying surveyor and accompanied by all sheets.

Elevations shown hereon are based on National Geodetic Vertical Datum 1929 (NGVD-29) unless otherwise noted. Benchmark use was a Palm Beach County Benchmark "S-19" described as a x-cut in the SE corner of a concrete basin at the NW corner of Florida Mango Rd & Summit Blvd. which bears an elevation of 15.427 feet (NGVD-29).

The coordinates shown hereon are grid datum - NAD 83, 1990 adjustment: zone - East Florida, Linear unit - US survey foot; Coordinate system 1983 state plane transverse mercator projection, all distances are ground; scale factor - 1.00004288. (ground distance x scale factor = grid distance)

This is an above-ground survey only and correctly represents the facts found at the time of the survey. This surveyor does not purport to identify encroachments, foundations, utilities, structures of other improvements below grade. The underground utilities, if shown, are based on information provided by the various utility companies, construction and record drawing. These locations should be considered approximate. Also there may be additional underground utilities not shown on this drawing.

The word "certify" or "certificate" is an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, express or implied.

Basis of bearings: The West line of the NW  $\frac{1}{4}$  Section 8, Township 44 South, Range 43 East bears, N  $01^{\circ}28'47''$  W and all other bearings are relative thereto.

Area of site: Field located Boundary 641,550 sq. ft. 14.73 acres, more or less.  
Plan / calculated Boundary 641,537 sq. ft., 14.73 acres, more or less

Zoned: Industrial, per Architectural Plans by RLC Architects, project #13038.01, phone #561 393-6555.

Building Setbacks:North side N/A, East (rear) 75', South (side) 75', West (fount) 30", per  
Architectural Plans by RLC Architects. project #13038.01, phone #561 393-6555.

By graphical plotting only, this site is in Zone X of the Flood Insurance Rate Map, 12099C0587F, Community Panel No. 120223, which bears a effective date of OCTOBER 5, 2017, per FIRM,

REV- 1 UPDATE ALTA SURVEY 11-10-24 RNB

*APOGEE SERVICES, INC.*

703 SW 24<sup>TH</sup> AVENUE, BOYNTON BCH., FL. 33435  
TEL: (561) 441-5354 FAX: 1-(866) 425-2031

**ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 1929). THE EQUATION FOR CONVERTING NGVD29 ELEVATIONS TO NAVD88 ELEVATIONS IN THIS AREA IS: (NGVD29)-1.53=(NAVD88)**

|                 |                                  |
|-----------------|----------------------------------|
| SCALE: 1" = 30' | OFF LEASE ONLY                   |
| DATE: 01/04/14  | VILLAGE OF PALM SPRINGS, FLORIDA |
| DRAWN BY: RNB   | ALTA SURVEY                      |
| CHECKED BY: HWW | SURVEY FOR OFF LEASE ONLY, INC.  |

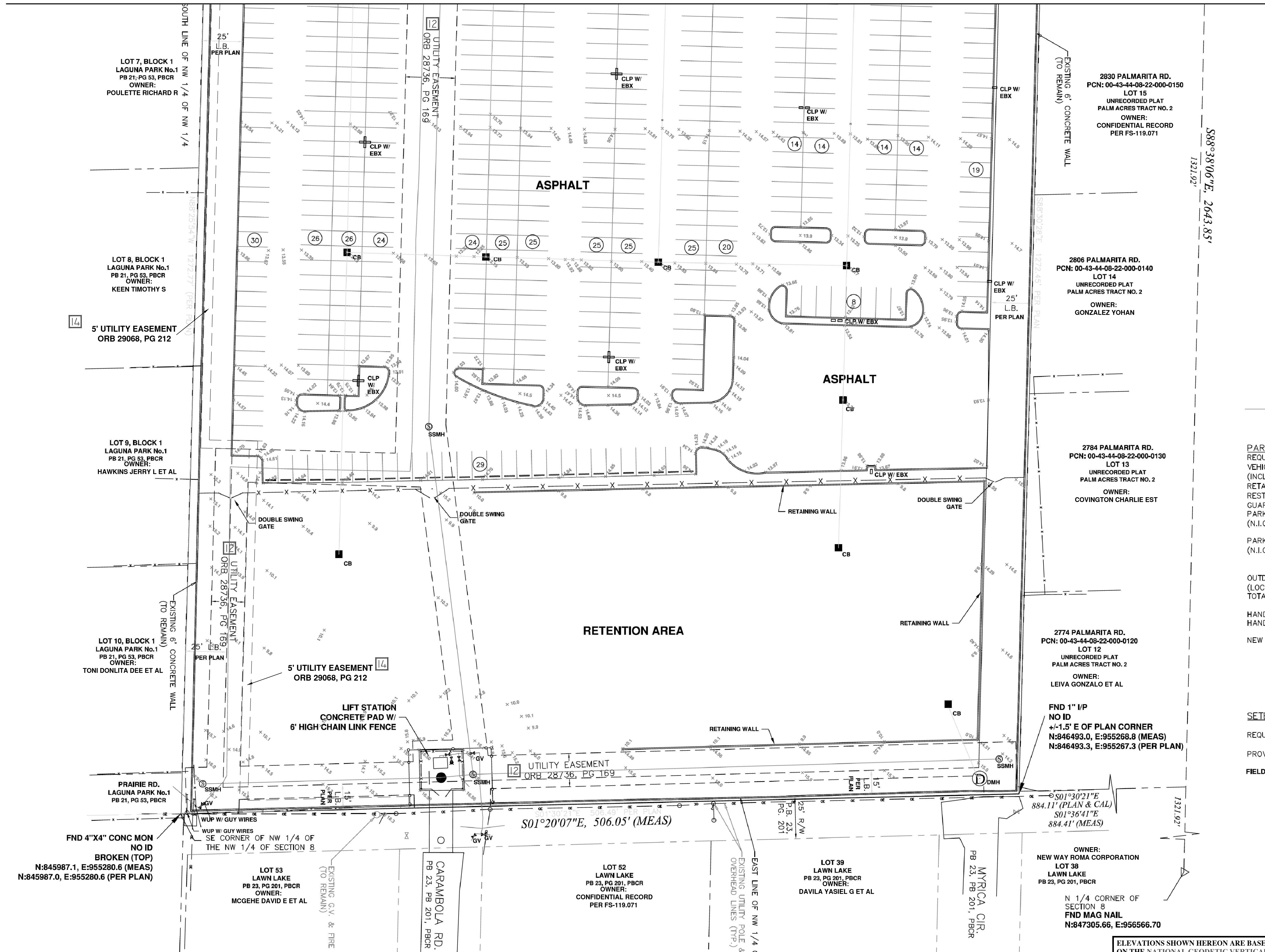
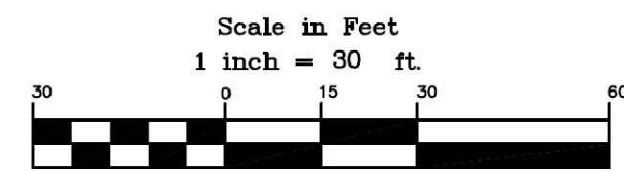
#7644

|           |         |
|-----------|---------|
| PROJECT # | 115-005 |
| SHEET     | 2 OF 3  |



# SKETCH OF SURVEY

SCALE 1"=30'



| LEGEND |                             | SYMBOL LEGEND: |                     |
|--------|-----------------------------|----------------|---------------------|
| BLDG   | = BUILDING                  | WM             | WATER METER         |
| BFP    | = BACK FLOW PREVENTOR       | +              | CONCRETE LIGHT POLE |
| PBCR   | = PALM BEACH COUNTY RECORDS | +              | CONCRETE LIGHT POLE |
| (C)    | = CALCULATED                | +              | GATE VALVE          |
| CBS    | = CONCRETE BLOCK STRUCTURE  | +              | GATE VALVE          |
| CONC   | = CONCRETE                  | +              | LIGHT POLE          |
| C/L    | = CENTERLINE                | +              | SANITARY MANHOLE    |
| CB     | = CATCH BASIN               | +              | CHAIN LINK FENCE    |
| CLF    | = CHAIN LINK FENCE          | +              | CATCH BASIN         |
| CLP    | = CONCRETE LIGHT POLE       | +              | CENTERLINE          |
| EBX    | = ELECTRIC BOX              | +              | STORM MANHOLE       |
| EL     | = ELEVATION                 | +              | SINGLE POST SIGN    |
| EPB    | = ELECTRIC PULL BOX         | +              | FIRE HYDRANT        |
| FF     | = FINISHED FLOOR            |                |                     |
| FND    | = FOUND                     |                |                     |
| GV     | = GATE VALVE                |                |                     |
| I/R    | = IRON ROD                  |                |                     |
| (M)    | = MEASURED                  |                |                     |
| MON    | = MONUMENT                  |                |                     |
| M-DCR  | = MIAMI DADE COUNTY RECORDS |                |                     |
| N&D    | = NAIL AND DISK             |                |                     |
| OHW    | = OVER HEAD WIRE            |                |                     |
| ORB    | = OFFICIAL RECORDS BOOK     |                |                     |
| (P)    | = PLATTED                   |                |                     |
| PB     | = PLAT BOOK                 |                |                     |
| PBCR   | = PALM BEACH COUNTY RECORDS |                |                     |
| PCN    | = PARCEL CONTROL NUMBER     |                |                     |
| PLTR   | = PLANTER                   |                |                     |
| P.O.B. | = POINT OF BEGINNING        |                |                     |
| ROW    | = RIGHT OF WAY              |                |                     |
| SPS    | = SINGLE POST SIGN          |                |                     |
| SSMH   | = SANITARY SEWER MANHOLE    |                |                     |
| DMH    | = STORM MANHOLE             |                |                     |
| TYP    | = TYPICAL                   |                |                     |
| WM     | = WATER METER               |                |                     |
| WUP    | = WOOD UTILITY POLE         |                |                     |
| W/     | = WITH                      |                |                     |
| *      | = SEE SURVEYOR NOTES        |                |                     |

## PARKING SPACE & SETBACK DATA:

PER SITE PLAN (SP-1) BY:  
LITTERICK LANDSCAPE ARCHITECTURE, PALM CITY, FL. 36490. (561) 719-3876,  
AND H&L CONSULTANTS, JUPITER, FL. 33458. (561) 222-9284.

|                                        |                                                              |
|----------------------------------------|--------------------------------------------------------------|
| PARKING REQUIRED:                      | 211 SPACES (1 SPACE/200 S.F.)                                |
| VEHICLE DEALERSHIP (42,052 S.F.)       | 30 SPACES (1 SPACE/200 S.F.)                                 |
| (INCLUDES SHOWROOM & VEH. MAINT. AREA) | 21 SPACES (1 SPACE/100 S.F.)                                 |
| RETAIL (5,915 S.F.):                   | 0 SPACES                                                     |
| RESTAURANT (2,105 S.F.):               | 262 SPACES                                                   |
| GUARD HOUSE (100 S.F.):                |                                                              |
| PARKING REQUIRED:                      |                                                              |
| (N.I.C. OUTDOOR VEH. SALES)            |                                                              |
| PARKING PROVIDED:                      | 263 SPACES 261 FIELD LOCATED                                 |
| (N.I.C. OUTDOOR VEH. SALES)            | (INCLUDES 15 EMPLOYEE PARKING BEHIND SECURITY WALL) AS SHOWN |
| OUTDOOR VEHICLE SALES (283,949 S.F.):  | 190 SPACES (1 SPACE/1,500 S.F.)                              |
| (LOCATED BEHIND SECURITY WALL)         |                                                              |
| TOTAL PARKING REQUIRED:                | 455 SPACES                                                   |
| HANDICAP SPACES REQ'D:                 | 9 SPACES                                                     |
| HANDICAP SPACES PROVIDED:              | 9 SPACES 9 FIELD LOCATED                                     |
| NEW CAR STORAGE                        | 987 SPACES 977 FIELD LOCATED                                 |

| FIELD LOCATED PARKING SPACES |                              |
|------------------------------|------------------------------|
| WEST OF SECURITY WALL        | EAST OF SECURITY WALL        |
| 238 REGULAR SPACES           | 977 REGULAR SPACES           |
| 8 HANDICAP SPACES            | 14 REGULAR SPACES (EMPLOYEE) |
|                              | 1 HANDICAP SPACE (EMPLOYEE)  |

## SETBACKS:

|                | FRONT | SIDE      | REAR   |
|----------------|-------|-----------|--------|
| REQUIRED:      | 30'   | 75' RES   | 75'    |
|                |       | 20' COMM. |        |
| PROVIDED:      | 30'   | 20'       | 685.9' |
| FIELD LOCATED: | 30.0' | 20.3'     | 686.1' |

REV- 1 UPDATE ALTA SURVEY 11-10-24 RNB

**APOGEE SERVICES, INC.**

703 SW 24<sup>TH</sup> AVENUE, BOYNTON BCH., FL. 33435  
TEL: (561) 441-5354 FAX: 1-(866) 425-2032

|                 |                                  |
|-----------------|----------------------------------|
| SCALE: 1" = 30' | OFF LEASE ONLY                   |
| DATE: 01/04/14  | VILLAGE OF PALM SPRINGS, FLORIDA |
| DRAWN BY: RNB   | ALTA SURVEY                      |
| CKD. BY: HW     | SURVEY FOR OFF LEASE ONLY, INC.  |

ELEVATIONS SHOWN HEREON ARE BASED  
ON THE NATIONAL GEODETIC VERTICAL  
DATUM 1929 (NGVD 1929). THE EQUATION  
FOR CONVERTING NGVD29 ELEVATIONS  
TO NAVD88 ELEVATIONS IN THIS AREA IS:  
(NGVD29)-1.53=(NAVD88)



BONNIE MISKEL • SCOTT BACKMAN • ERIC COFFMAN • HOPE CALHOUN  
DWAYNE DICKERSON • ELE ZACHARIADES • CHRISTINA BILENKI  
DAVID MILLEDGE • SARA THOMPSON • JEFFREY SCHNEIDER

**Palm Tran Public Transit Operation Center  
1200 South Congress Avenue, Palm Springs, Florida  
Statement of Use and Justification for a Development Order Amendment  
and Hours of Operation Waiver**

**Introduction**

MG Congress LLC ("Applicant") is the contract purchaser of the +/- 14.75-acre property located at 1200 S. Congress Avenue and referenced by parcel control number 70-43-44-08-00-000-3090 ("Property"), which is generally located on the east of S. Congress Avenue approximately one mile north of the intersection of Forest Hills Boulevard and S. Congress Avenue in the Village of Palm Springs ("Village"). The Property is designated LI, Light Industrial, on the Village Future Land Use ("FLU") Map, and is located within the LI, Light Industrial, zoning district. The Property is currently approved for and developed with a mix of uses including retail and restaurant uses including two retail one-story buildings in the northwest corner of the Property and a two-story car dealership with ancillary vehicle maintenance and outdoor vehicle sales areas. The previous car dealership use has gone out of business and is no longer a viable use on the Property.

At this time, Applicant proposes the adaptive reuse of the existing Off Lease Only car dealership building, ancillary vehicle maintenance and outdoor vehicle storage areas to provide suitable office and vehicle maintenance space to implement a Palm Tran public transit operation center ("Project"). More specifically, Applicant is working with Palm Beach County ("County") to lease the Property to serve as an operations hub for paratransit services. Palm Tran Connection is a department of Palm Beach County Government responsible for the shared ride door-to-door paratransit service that provides public transportation for qualified residents and visitors (disabled, seniors and transportation disadvantaged) of Palm Beach County. The proposed use involves professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), accessory vehicle storage, accessory vehicle fueling, and accessory maintenance, repair and detailing of vehicles ("Project"). The Project will utilize the existing buildings and parking areas as they were previously approved and currently exist. No physical modifications to the Property are proposed in conjunction with the Project, and the existing Retail and Restaurant uses at the northwest corner of the Property are proposed to remain.

**Property History**

On May 8, 2014, the Village Council approved Resolution R-2014-24 granting approval for the site plan and three special exception uses to permit the construction of a 42,152 square foot vehicle sales establishment, 6,000 square feet of retail space and 2,000 square feet of restaurant use to be located at 1200 South Congress Avenue and operated by Off Lease Only, Inc. Subsequently, on September 24, 2015, the Village Council approved Resolution R-2015-71 granting approval to amend the site plan to shift the restaurant to the north retail building and revise the building elevations of the north retail building, with all original conditions remaining in force.

## **Application Request**

As described above, Applicant intends to re-use the existing Off Lease Only car dealership on the Property as a 42,052 square foot Palm Tran Paratransit Operation Center that includes professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), accessory vehicle storage, accessory vehicle fueling, and accessory maintenance, repair and detailing of vehicles, in order to improve micro transit services provided to the surrounding Palm Beach County community.

Although the Palm Tran Paratransit Operation Center is not a 24-hour use, given the nature of public transit schedules, early morning and late night fueling requirements and vehicle inspections may be necessary. Section 34-865(1) limits the hours of operation for all uses that typically generate noise, including but not limited to, auto repair, carpentry, masonry, etc, in the light industrial land development district to 7:00 a.m.—6:00 p.m. when adjacent to a residential zoning district, which would restrict hours of operation for the proposed use. However, Section 34-866 provides that the requirements as set forth in Section 34-865 may be waived by the Village Council; provided that the spirit and intent of the light industrial land development district is complied with.

As such, in order to develop the Project, Applicant respectfully requests approval for:

**Development Order Amendment to re-use the existing Off Lease Only car dealership building and outdoor vehicle sales area for use as the Palm Tran Paratransit Operations Center inclusive of +/- 31,595 square feet of Professional Office with 10,457 square feet of accessory vehicle repair/maintenance and accessory outdoor vehicle storage (“DOA”);**

**Waiver from LDR Section 34-865(1) to allow 24-hour operations for the proposed transit dispatch and vehicle fueling and maintenance in lieu of the limitation for operations only between the hours of 7:00am and 6:00pm (“Waiver”); and**

As further detailed herein, the Project is consistent and compliant with all applicable regulations.

## **Development Order Amendment (DOA) Standards**

Petitioner will demonstrate below that the Project is in compliance with Village LDR Section 34-682.

### **(1) Require site plan review.**

As noted above, the Project involves the re-use of the previously approved Off Lease Only car dealership building and no physical changes are proposed in conjunction with the Project. The Site Plan has been updated to reflect the proposed Professional Office and Accessory Vehicle Repair uses and is included with this application. As such, the Project complies with the requirement for site plan review.

### **(2) Be compatible with the intent of the land development district wherein it is proposed to be located.**

The Project is compatible with the intent of the Village LDRs for the Light Industrial zoning district. The purpose of the Light Industrial zoning district is to provide land within the Village for the retention and expansion of economic activities associated with manufacturing, processing, fabricating, compounding, treatment, packaging and/or assembly of materials or goods, warehousing or bulk storage of goods, and their related accessory uses. Professional office is a permitted use in the LI zoning district, and the ancillary auto repair and vehicle storage services are allowable as an accessory



use. Further, the Property is appropriately located along Congress Avenue, a major arterial roadway that is conducive for Palm Tran to effectively serve Palm Beach County.

In addition, the Project is consistent and compliant with LDR Section 34-1065 pertaining to commercial and/or industrial planned developments, as follows:

- (a) **Minimum acreage requirement**-- The minimum acreage for any commercial and/or industrial planned development is two acres. The Property complies with this requirement with the provision of +/- 14.75 acres. This Project further maintains a proper relationship of the building to the Property and is consistent with the standards and policies set out in the Comprehensive Plan in that it will accommodate employment centers and the non-local office needs of the village, provided Palm Tran is a Palm Beach County run operation, as set forth in Objective C of the Future Land Use Element of the Comprehensive Plan ("Plan").
- (b) **Intensity**—The maximum floor area ratio ("FAR") within the LI FLU designation is 1.0. The existing/proposed FAR is .074, well within the 1.0 maximum. Further, the maximum building coverage is 85% and the Project is designed to with only 5.5% building coverage. As such, the Project complies with the maximum intensity standards within the Plan and the Code.
- (c) **Permitted uses**— The Property is located within the LI zoning district. The Project is classified as Professional Office with Ancillary Auto Repair and Vehicle Storage and is permitted by right in the LI district.
- (d) **Layout, design**— As noted above, the site design and layout are proposed to remain as previously reviewed and approved. The site plan was previously designed to ensure the provision of adequate light and air, traffic circulation, drainage patterns, pedestrian safety, emergency vehicle access, and all other provisions provided for by the area and dimension regulations. As such, the Project is consistent with this criterion.
- (e) **Maximum building height**— The maximum building height in the LI zoning district is 50 feet. The existing building is 35 feet. As such, the Project complies with the maximum building height requirements.
- (f) **Setbacks**— The minimum setback required is 30 feet adjacent to residential uses. The existing building is designed to provide a setback of 195.4' to the building from the adjacent residential uses. As such, the Project exceeds the minimum setback requirement.
- (g) **Required open space**— The minimum open space required is 20 percent of the gross land area. The Project is designed to provided 29.1% open space. As such, the Project exceeds the minimum required open space.



(h) **Shared parking**— Shared parking is not proposed. The proposed use mix requires 262 parking spaces and 262 parking spaces are provided. As such, the Project meets the minimum parking requirements.

(i) **Unified Control**—The Applicant is the contract purchaser of the overall Property and the Property will remain under unified control.

(j) **Maintenance of common areas and facilities**—No change is proposed to the maintenance of common areas and facilities.

Pursuant to Section 34-863, Property Development Regulations of the Village’s LDR, the Project complies with the property development regulations for the LI zoning district as follows:

| Standard                                                         | Required                  | Provided                                                                  |
|------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------|
| Minimum Acreage                                                  | One acre                  | 14.75 acres                                                               |
| Minimum Lot Width                                                | 100 feet                  | 504.79 feet                                                               |
| Minimum Frontage                                                 | 100 feet                  | 504.79 feet                                                               |
| Minimum Lot Depth                                                | 200 feet                  | 1,272.77 feet                                                             |
| Maximum Lot Coverage                                             | 85 percent                | 5.5%                                                                      |
| Minimum Front Yard                                               | 30 feet                   | 30 feet                                                                   |
| Minimum Rear Yard                                                | 20 feet                   | 685.9 feet                                                                |
| Minimum Side Yard (Interior)                                     | 20 feet                   | 20 feet                                                                   |
| Minimum Side Yard (Corner)                                       | 30 feet                   | Not applicable                                                            |
| Minimum Yards Adjacent To Residential Land Development Districts | 75 feet                   | 195.4’ setback adjacent to residential with 25’ landscape buffer and wall |
| Maximum Building Height                                          | 50 feet                   | 35 feet                                                                   |
| Minimum Building Square Footage                                  | 3,000 sf/acre of property | 50,172 square feet provided                                               |
| Maximum Building Floor Area Ratio                                | 1.0 FAR                   | .074 FAR                                                                  |

**(3) Be compatible with adjacent land uses.**

The Project is compatible with the adjacent land uses considering the new Palm Tran operation operates as a similar use to the Off Lease Only vehicle sales store that previously existed on the Property. The surrounding uses vary yet are consistent and compatible with the Project, particularly considering that the Property currently consists of a similar use as that is very similar to the use proposed. The following table summarizes the nature of the development surrounding the property:

| Adjacent Lands | Use | FLU | Zoning |
|----------------|-----|-----|--------|
|----------------|-----|-----|--------|

|              |                                           |                              |                    |
|--------------|-------------------------------------------|------------------------------|--------------------|
| <b>North</b> | Commercial & Single Family Residential    | Commercial, PBC-UI, PBC-LR-3 | CG, PBC-UI, PBC-RS |
| <b>South</b> | Commercial Use; Single Family Residential | Commercial, PBC-LR-3         | CG, PBC-RS         |
| <b>East</b>  | Single Family Residential                 | PBC LR-3                     | PBC-RS             |
| <b>West</b>  | Office Use, Commercial Uses               | Commercial, PBC-UI           | CG, PBC-UI         |

The properties located adjacent to the Property to the north and south are commercial buildings (along Congress Avenue) and single-family residential homes. The properties located across South Congress Avenue to the west consist of multiple office and commercial uses. The properties adjacent to the Property on the east are developed as single-family residential homes.

The uses that surround the Project have existed in harmony with the existing vehicle sales and maintenance, retail, and restaurant uses for almost a decade. The Project entails eliminating a used-car sales establishment, and replacing it with a similar government-operated para-transit use that will operate within the existing approved use areas and maintain the existing buffering and separation from the existing residences. Further, the Project provides a use that serves a public service use and will place paratransit operations nearby for those in the community who are mobility disadvantaged.

#### **Waiver Standards**

Although the Palm Tran Paratransit Operation Center is not a 24-hour use, given the nature of public transit schedules, early morning and late night fueling requirements and vehicle inspections may be necessary. Section 34-865(1) limits the hours of operation for all uses that typically generate noise, including but not limited to, auto repair, carpentry, masonry, etc, in the light industrial land development district to 7:00 a.m.—6:00 p.m. when adjacent to a residential zoning district, which would restrict hours of operation for the proposed use. However, Section 34-866 provides that the requirements as set forth in Section 34-865 may be waived by the Village Council; provided that the spirit and intent of the light industrial land development district is complied with. As such, Applicant respectfully requests approval of the following waiver from the Village hours of operation limitations:

**Waiver from LDR Section 34-865(1) to allow 24-hour operations for the proposed transit dispatch and vehicle fueling and maintenance in lieu of the limitation for operations only between the hours of 7:00am and 6:00pm (“Waiver”)**

Applicant will demonstrate below that the requested Waiver complies with the criteria set forth in Section 34-1063(c)(3).

- a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.**

The Waiver is in harmony and consistent with the purpose and intent of the Plan and LDRs and will not be injurious to the area involved or otherwise injurious to the public health, safety, and welfare. The requested Waiver is necessary to permit the transit dispatch center to operate 24 hours per day, which is a crucial component to providing essential transit opportunities within the Village and the

County. This will allow Palm Tran to provide micro transit options to the mobility disadvantaged at times when they most need it. Further, the Waiver is necessary to allow for vehicle inspections and light maintenance to occur prior to dispatching vehicles each day in order to ensure that the vehicles serving the public are safe for their use. It is also important to note that the intensity of the use is not changing from the prior approval, and that the Project as a whole conforms to the goals, objectives, and policies of the Comprehensive Plan, as well as the additional zoning and performance requirements outlined in the LDRs, as addressed above. Considering that the Waiver is necessary in order for the Project to move forward, and the Project is consistent with the Comprehensive Plan and LDRs, the Waiver is consistent with the Comprehensive Plan and LDRs. Further, the extension of hours of operations in this case will allow Palm Tran to ensure that vehicles are safe for use and to provide transit during the early morning and late night to ensure that safe and efficient transportation is available to all. As such, the Project and Waiver are a benefit to the public health, safety, and welfare.

**b. The request results from innovative design in which other minimum standards are exceeded.**

The requested waiver results from the innovative design in which other minimum standards are met or exceeded. As stated above, the Property is in full compliance with the LDRs, exceeds the minimum open space requirements, and satisfies all conditions provided in the prior development approvals. The Project involves the innovative reuse of the now defunct Off Lease Only car dealership with a use that provides a significant benefit to the mobility disadvantaged in the Village County.

**c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.**

Granting the Waiver will result in preservation of valuable natural resources, including drainage and recharge areas, and natural areas. As detailed above, the Project does not involve changes to the existing buildings or site areas that were approved under the prior development approvals and resolutions. Rather, the Applicant is going to utilize the existing building that Off Lease Only occupied for the previous decade. As such, the Project involves the sustainable re-use of existing structures and infrastructure and prevents the disturbance of additional land and existing natural resources.

**d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.**

The requested Waiver demonstrates public benefits to the community. The requested Waiver is necessary to permit the transit dispatch center to operate 24 hours per day, which is a crucial component to providing essential transit opportunities within the Village and the County. This will allow Palm Tran to provide micro transit options to the mobility disadvantaged at times when they most need it. Further, the Waiver is necessary to allow for vehicle inspections and light maintenance

to occur prior to dispatching vehicles each day in order to ensure that the vehicles serving the public are safe for their use. As such, the requested Waiver results in benefits to the community.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.**

The requested Waiver provides sufficient screening and buffering to screen adjacent uses from adverse impacts by granting this Waiver. As noted above, the existing landscape buffers, wall segments, sidewalks, and landscaping will continue to exist on the Property and will provide screening from surrounding uses.

- f. Economic issues may not be used to justify waivers.**

There are no economic issues being presented to justify this waiver request. As such, the Waiver complies with this criterion.

- g. The request is compatible with existing and potential land uses adjacent to the development site.**

The requested Waiver is compatible with the existing and potential land uses adjacent to the Property. As noted above, the Project does not entail any changes to the existing physical improvements on the Property. Rather, the proposed use entails a public service to provide micro transit to the mobility disadvantaged within the Village and the County and will not be any more intensive of a use than had previously existed on the Property. The Property will serve primarily as office space for Palm Tran and is appropriately situated along the Congress Avenue corridor. The bulk of the operation will be within the existing building in the center of the Property and is far removed the boundary lines that border the adjacent residential uses.

- h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.**

The Waiver request does not reduce minimum common amenity area. As such, this criterion is not applicable.

- i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.**

The Waiver request does not exceed maximum height limitations. As such, this criterion is not applicable.

### **Consistency with Palm Springs CRA Redevelopment Plan**

The Property is located within the Congress Avenue District of the Village's Community Redevelopment Area. Applicant will demonstrate below that the Project is consistent with the five (5) key goals of the CRA, has a positive effect on existing conditions in the Congress Avenue District ("District"), and will promote achievement of the strategies and objectives of the Palm Springs CRA.

#### **a. Detailed Description of Project's Consistency with Five (5) Key Goals of CRA**

##### **I. Improving Utilities and Infrastructure**

The Project will utilize the existing buildings and parking areas as they were previously approved and currently exist. The existing buildings and infrastructure are modern and well-positioned for adaptive reuse as the prior use was developed less than a decade ago. Further, the proposed Paratransit Operation Center will improve infrastructure by locating mobility services within a central area of the County along a major thoroughfare. The Property will be maintained and operated at a high-quality level, particularly considering the County involvement. The building and surrounding land on the Property is designed to augment the appearance of the surrounding area and serve as a key model for other properties and future development in the District. Additionally, the Palm Tran operation will inevitably contribute to bolstering the surrounding utilities and infrastructure in the Village as elimination of vacancy and addition of governmental offices and services will attract more businesses and residents will be attracted to the area.

##### **II. Expanding Job Development and Economic Growth**

The addition of the Palm Tran Paratransit Operation Center and governmental offices will place governmental job opportunities within the Village, and promote economic growth through both job development and the location of professionals and service workers within the Village. The proposed facility is in an area appropriate for the intended operation and will enhance the Congress Avenue corridor with a community-serving business. Addition of the proposed office and auto repair use will further create a greater demand for goods and services and promote economic growth within the Village.

##### **III. Enhancing Public Safety**

The Off Lease Only car dealership is no longer in operation and the Property is currently vacant. This vacancy places the Property at a greater risk of criminal mischief and unwelcomed behavior. The introduction of the Palm Tran Paratransit Operations professional office and auto repair use will place employees on the Property for up to 24 hours a day, thus reducing opportunity for criminal activity. Further, there are multiple security apparatus on the Property including security cameras, expansive lighting, and security guards. The presence of such an exhaustive operation will serve as a deterrent to any criminal behavior and the implementation of the proposed use will enhance public safety.

**IV. Increasing and Maintaining Workforce Housing**

The Project entails adaptive reuse of an existing commercial space. This goal is not applicable.

**V. Advancing the Partnership with Palm Beach County**

As described above, Applicant intends to re-use the existing Off Lease Only car dealership on the Property as a Palm Tran Paratransit Operation Center that includes professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), accessory vehicle storage, accessory vehicle fueling, and accessory maintenance, repair and detailing of vehicles, in order to improve micro transit services provided to the surrounding Palm Beach County community. Implementation of an essential transit operation into the Village will foster a working relationship between the Village and Palm Beach County and carve a path for additional ventures to serve all living within these communities.

**b. Project's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the Congress Avenue District**

As noted above, the Off Lease Only car dealership is no longer in operation and the Property is currently vacant. This existing vacancy places the Property at a greater risk of criminal mischief and unwelcomed behavior. Applicant intends to re-use the existing Off Lease Only car dealership on the Property as a Palm Tran Paratransit Operation Center that includes professional office uses (for functions of eligibility, reservations, customer services, scheduling, and dispatch operations), accessory vehicle storage, accessory vehicle fueling, and accessory maintenance, repair and detailing of vehicles, in order to improve micro transit services provided to the surrounding Palm Beach County community. Implementation of an essential transit operation into the Village will improve existing conditions.

**c. Project's ability to assist in achieving strategies and objectives of the Palm Springs CRA**

The Palm Springs CRA is structured around five (5) key investment drivers: land, labor, markets, capital, and regulations. The Project promotes achievement of these strategies and objectives as follows:

1. Land – Implementation of Palm Tran will contribute to the aesthetic and beautification of the District by adaptively reusing a vacant space. An occupied and well-kept property will promote the nature and appeal of Congress Avenue and further help to attract other businesses to reinvigorate the corridor. Further, utilization of the Property for County offices and Palm Tran will increase connections between Village community members and the surrounding County.
2. Labor – Palm Tran employs a large workforce and creates a unique opportunity to partner with workforce providers and workforce training companies. More employment opportunities can be offered to the surrounding community, and this will help to bolster the Village's employment and ultimately the local economy.



3. Markets – The Property is identified as a key area asset. The existing retail and restaurant tenants will remain to serve as a premier destination in the District, thus continuing to meet the retail needs of the area.
4. Capital – Not applicable.
5. Regulations – The Village is business-friendly as proven by approval of the Off Lease Only site plan and special exception applications. Such relationship was critical to implement the highest and best use on the Property. The Palm Tran use further promotes such partnership between the Village and the intended use and increases investment into the community.

### **Conclusion**

As detailed herein, the Project is consistent with the Goals and Objectives of the Comprehensive Plan, meets or exceeds the technical requirements of the LDRs, and establishes the essential Palm Tran Operations Center in an area of the Village best suited for such a use. Further, the Project is consistent with the CRA Community Redevelopment Plan. As such, Applicant respectfully requests approval for the DOA and Waiver.



**Engineering and  
Public Works Department**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbc.gov



**Palm Beach County  
Board of County  
Commissioners**

Maria G. Marino, Mayor  
Sara Baxter, Vice Mayor  
Gregg K. Weiss  
Joel Flores  
Marci Woodward  
Maria Sachs  
Bobby Powell, Jr.

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*

January 15, 2025

Juan F. Ortega, Ph.D., P.E.  
JFO Group, Inc.,  
6671 W Indiantown Rd, Suite 50-324  
Jupiter, FL 33458

**RE: 1200 S Congress Ave  
Project #: 241208  
Traffic Performance Standards (TPS) Review**

Dear Dr. Ortega:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated November 21, 2024, and supplemental changes and information provided in an email to the Traffic Division, dated 1/15/2025, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

|                             |                                                                                                                                                                              |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Municipality:</b>        | Palm Springs                                                                                                                                                                 |
| <b>Location:</b>            | Eastside of Congress Avenue, $\pm$ ½ miles south of Summit Boulevard                                                                                                         |
| <b>PCN:</b>                 | 70-43-44-08-00-000-3090                                                                                                                                                      |
| <b>Access:</b>              | One existing full access driveway connections onto Congress Avenue<br><u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u> |
| <b>Existing Uses:</b>       | Automobile Sales (Used) = 42,052 SF<br>Retail = 4,010 SF<br>High Turnover Sit-Down Restaurant = 2,150 SF<br>Small Office ( $\leq$ 10 KSF) = 1,860 SF                         |
| <b>Proposed Uses:</b>       | General Office = 31,495 SF<br>Retail = 4,010 SF<br>High Turnover Sit-Down Restaurant = 2,150 SF<br>Small Office ( $\leq$ 10 KSF) = 1,860 SF                                  |
| <b>Net Daily Trips:</b>     | - 830 (Proposed – Existing)                                                                                                                                                  |
| <b>Net Peak Hour Trips:</b> | -45 (-29/-16) AM; -116(-66/-50) PM (Proposed – Existing)                                                                                                                     |
| <b>New Daily Trips:</b>     | 520                                                                                                                                                                          |
| <b>New Peak Hour Trips:</b> | 61 (49/12) AM; 64 (19/45) PM                                                                                                                                                 |
| <b>Build-out:</b>           | December 31, 2028                                                                                                                                                            |

Based on our review, the Traffic Division has determined the proposed modification does not significantly impact the roadways in the vicinity of the project and **meets** the Palm Beach County Traffic Performance Standards.

Please note the receipt of a TPS approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided



Juan F. Ortega, Ph.D., P.E.  
January 15, 2025  
Page 2

upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-478-5755 or email [MRahman@pbc.gov](mailto:MRahman@pbc.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Moshir Rahman".

Moshir Rahman, Ph.D., P.E.  
Professional Engineer  
Engineering and Public Works Dept.  
Traffic Division

MR:QB:ep

cc: Addressee

Iramis Cabrera, Director of Planning, Zoning & Building, Village of Palm Springs  
Quazi Bari, P.E., PTOE, Manager - Growth Management, Traffic Division  
Alberto Lopez Tagle, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\MR\MUNICIPALITIES\APPROVED\2025\241208 1200 S CONGRESS AVE.DOCX

Color Photos- 1200 South Congress



Main Building-  
West Elevation



Main Building- South  
and West Elevation



Main Building-  
Congress Avenue  
View





Main Building-  
Congress Avenue  
View



Main Building- North  
Elevation



Main Building- North  
and East Elevation



Main Building- South  
and East Elevation





# Village of Palm Springs

## Executive Brief

**AGENDA DATE:** February 13, 2025

**DEPARTMENT:** Administration

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**ITEM #14:** Resolution No. 2025-17 - Public Notices on a Publicly Accessible Website

**SUMMARY:** The Village Staff seeks authorization from the Village Council to publish public advertisements and notices on a publicly accessible website in lieu of publishing in a newspaper of general circulation.

The Governor has enacted Florida Statute 50.0311, publication of advertisements and public notices on a publicly accessible website and governmental access channels, which allows the Village to utilize Palm Beach County's publicly accessible website for publishing advertisements and public notices if the cost of doing so is less than the cost of publishing a newspaper of general circulation. The Village anticipates posting public notices on Palm Beach County's website as of April 1, 2025.

To use the publicly accessible website, the Village must:

1. Provide notice at least once per year in a newspaper of general circulation, indicating that property owners and residents may receive legally required advertisements and public notices from the Village by first-class mail or e-mail upon registering their name and address or e-mail address with the Village.
2. Maintain a registry of names, addresses, and e-mail addresses of property owners and residents who have requested in writing that they receive legally required advertisements and public notices from the Village by first-class mail or e-mail.

**FISCAL IMPACT:**

There is no direct fiscal impact.

**ATTACHMENTS:**

1. Res 2025-17 Public Notices Online
2. VPS Public Notice Website Posting
3. F.S. Chapter 50.311

## **RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING PUBLICATION OF VILLAGE NOTICES ON A PUBLICLY ACCESSIBLE WEBSITE AS AN ALTERNATIVE TO NEWSPAPER PUBLICATION; DIRECTING ANNUAL NOTICE BY NEWSPAPER PUBLICATION OF ALTERNATIVE MEANS OF RECEIVING VILLAGE NOTICES; PROVIDING FOR MAINTENANCE OF A REGISTRY OF PERSONS DESIRING RECEIPT OF VILLAGE NOTICES BY FIRST CLASS MAIL OR EMAIL; DIRECTING THAT A LINK TO THE NOTICE WEBSITE CONSPICUOUSLY POSTED ON THE VILLAGE'S WEBSITE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.**

**WHEREAS**, Section 50.0311, Florida Statute, authorizes the use of publicly accessible websites hosted by counties as an alternative means of publishing notices and advertisements otherwise required to be published in newspapers of general circulation; and

**WHEREAS**, Palm Beach County has designated a private website accessible via the internet for publication of legal notices and advertisements; and

**WHEREAS**, the cost of publishing legally required advertisements and public notices on Palm Beach County's publicly accessible website is anticipated to be less than the cost of publishing advertisements and public notices in a newspaper; and

**WHEREAS**, residents within the Village have sufficient access to the internet (by broadband service as defined in s. 364.02 or through other means), such that publication of Village notices on Palm Beach County's publicly accessible website will not unreasonably restrict public access; and

**WHEREAS**, the Village Council finds and determines that the internet publication of its Village notices and advertisements is of the public interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1.** The Village's legally required advertisements and public notices may appear on <https://www.pbcfllegalnotices.com>, the County's publicly available website, rather than in a newspaper.

**Section 2.** The appropriate officers of the Village shall provide notice at least once a year in a newspaper of general circulation indicating that property owners and residents may receive legally required advertisements and public notices from the governmental agency by first-class mail or e-mail.

**Section 3.** The Village shall maintain a registry of those persons who have requested in writing that they receive legally required advertisements and public notices from the governmental agency by first-class mail or email.

**Section 4.** A prominent display of the Village's advertisement on the Village's website must be available at <http://www.vpsfl.org>.

**Section 5.** This Resolution shall take effect immediately upon adoption

Council Member \_\_\_\_\_ offered the foregoing resolution.  
Council Member \_\_\_\_\_ seconded the motion, and upon being put to a vote, the vote was as follows.

|                               | <b><u>Aye</u></b>        | <b><u>Nay</u></b>        | <b><u>Absent</u></b>     |
|-------------------------------|--------------------------|--------------------------|--------------------------|
| BEV SMITH, MAYOR              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PATTI WALLER, VICE MAYOR      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| KIM SCHMITZ, MAYOR PRO TEM    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| JONI BRINKMAN, COUNCIL MEMBER | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| GARY READY, COUNCIL MEMBER    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

The Mayor thereupon declared this Resolution duly passed and adopted this  
13<sup>th</sup> day of FEBRUARY 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: \_\_\_\_\_  
BEV SMITH, MAYOR

ATTEST:

BY: \_\_\_\_\_  
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
CHRISTY GODDEAU, VILLAGE ATTORNEY

**VILLAGE OF PALM SPRINGS NOTICE OF PUBLISHING LEGALLY  
REQUIRED ADVERTISEMENTS AND PUBLIC NOTICES ON PALM  
BEACH COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE**

Section 50.0311, Florida Statutes, authorizes the Village to use a publicly accessible website hosted by the County as an alternative means of publishing notices and advertisements otherwise required to be published in a newspaper of general circulation.

Select Village of Palm Springs legal advertisements and public notices will be posted at <https://www.pbcfllegalnotices.com>. The Village's utilization of Palm Beach County's designated publicly accessible website shall begin on April 1, 2025.

In accordance with Section 50.0311(6), Florida Statutes, property owners and residents within the municipal limits may receive legally required advertisements and public notices from the Village of Palm Springs by first-class mail or email upon registering, in writing, with the agency by contacting the Village Clerk's Office at (561) 584-8200.

*Kimberly Wynn*

Village Clerk

**50.0311 Publication of advertisements and public notices on a publicly accessible website and governmental access channels.—**

- (1) For purposes of this chapter, the term “governmental agency” means a county, municipality, school board, or other unit of local government or political subdivision in this state.
- (2) For purposes of notices and advertisements required under s. [50.011](#), the term “publicly accessible website” means a county’s official website or other private website designated by the county for the publication of legal notices and advertisements that is accessible via the Internet. All advertisements and public notices published on a website as provided in this chapter must be in searchable form and indicate the date on which the advertisement or public notice was first published on the website.
- (3) A governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper.
- (4) A governmental agency with at least 75 percent of its population located within a county with a population of fewer than 160,000 may use a publicly accessible website to publish legally required advertisements and public notices only if the governing body of the governmental agency, at a public hearing that has been noticed in a newspaper as provided in this chapter, determines that the residents of the governmental agency have sufficient access to the Internet by broadband service, as defined in s. [364.02](#), or by any other means, such that publishing advertisements and public notices on a publicly accessible website will not unreasonably restrict public access.
- (5) A special district spanning the geographic boundaries of more than one county that satisfies the criteria for publishing and chooses to publish legally required advertisements and public notices on a publicly accessible website must publish such advertisements and public notices on the publicly accessible website of each county it spans. For purposes of this subsection, the term “special district” has the same meaning as in s. [189.012](#).
- (6) A governmental agency that uses a publicly accessible website to publish legally required advertisements and public notices shall provide notice at least once per year in a newspaper of general circulation or another publication that is mailed or delivered to all residents and property owners throughout the government’s jurisdiction, indicating that property owners and residents may receive legally required advertisements and public notices from the governmental agency by first-class mail or e-mail upon registering their name and address or e-mail address with the governmental agency. The governmental agency shall maintain a registry of names, addresses, and e-mail addresses of property owners and residents who have requested in writing that they receive legally required advertisements and public notices from the governmental agency by first-class mail or e-mail.
- (7) A link to advertisements and public notices published on a publicly accessible website shall be conspicuously placed:



- (a) On the website's homepage or on a page accessible through a direct link from the homepage.
- (b) On the homepage of the website of each governmental agency publishing notices on the publicly accessible website or on a page accessible through a direct link from the homepage.
- (8) A governmental agency that has a governmental access channel authorized under s. [610.109](#) may also include on its governmental access channel a summary of all advertisements and public notices that are published on a publicly accessible website.
- (9) A public bid advertisement made by a governmental agency on a publicly accessible website must include a method to accept electronic bids.

**History.**—s. 5, ch. 2022-103.

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