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

COUNCIL

□ Mayor Bev Smith
□ Vice Mayor Kim Schmitz
□ Mayor Pro Tem Gary Ready
□ Council Member Johnnie Tieche
□ Council Member Patti Waller

ADMINISTRATION

□ Village Manager Michael Bornstein
□ Village Attorney Christy Goddeau
□ Village Clerk Kimberly Wynn

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.

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 the September 25, 2025, Village Council Meeting Minutes:** Motion

for the approval of September 25, 2025, Village Council Meeting Minutes.
Staff: Jane Worth, Deputy Village Clerk

2. **Approval of the October 9, 2025, Village Council Meeting Minutes:** Motion for Approval of the October 9, 2025, Village Council Meeting Minutes
Staff: Jane Worth, Deputy Village Clerk

3. **Amendment No. 1 Geographic Information System Services - Piggyback - All Departments (FY 2026 Budget Funded - General Fund/ Water & Sewer Enterprise Fund) - Florida Technical Consultant, LLC.:** Approve Amendment Number 1 to extend an Agreement with Florida Technical Consultants, LLC., through the Town of Jupiter Island, for continued Geographic Information System (GIS) services on an as-needed basis for a contract term expiring on February 22, 2027.
Staff: Sylvia Ward, Procurement Manager

4. **Authorize an Agreement with Advanced Control Corporation, Inc.** - Staff recommends approval as a single source provider for the Building Management System (BMS) upgrades to Village Hall (HVAC) not to exceed $81,938.00.
Staff: Felipe Lofaso, Public Works Director

5. **Authorize Equipment Purchase - Cooperative Purchase through State of Florida Contract 22100000-21-STC with Florida Coast Equipment, LLC for the Purchase of an Excavator:** Approve a Cooperative purchase of a new Kubota KX033-4R3A excavator for the Public Works Department at a cost not to exceed $62,927.98 with the state-approved vendor Florida Coast Equipment, LLC. Funding is available within the FY26 approved budget.
Staff: Felipe Lofaso, Public Works Director

6. **Addendum No. 4 - Agreement for Holiday Tree Lighting and Decorations with Shellard Lighting Designs LLC Not to Exceed $20,725.00:** Approve Addendum No. 4 to the Agreement with Shellard Lighting Designs, LLC for an additional amount of $20,725.00 to incorporate new holiday lighting at the newly constructed Greenbrier Drive gateway entrance, as well as additional lighting and decorations for the sidewalk adjoining the Police Department to the Village Hall courtyard. Funding will be shared between the Police Department ($6,600.00) and Public Works ($14,125.00).
Staff: Felipe Lofaso, Public Works Director

7. **Resolution No. 2025-63 Right of Way Deed:** Approve Resolution No. 2025-63 to accept a Right-of-Way deed for a portion of the property at 3526 2nd Avenue North.
Staff: Felipe Lofaso, Public Works Director

8. **Bulk Solar Salt Contract — Utilizing Cooperative Purchasing — Utilities**

Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund): Approve a cooperative purchasing agreement with Morton Salt, Inc. for the purchase and delivery of bulk solar salt for the Main and R.L. Pratt Water Treatment Plants. Funding to support purchases under this proposed agreement is available within the FY 2026 Budget - Water & Sewer Enterprise Fund.
Staff: Jimmie Johnson, Utilities Director

9. **Authorize Equipment Purchase — Dri-Prime Pump — Utilities Department (FY 2026 Budget Funded — Water & Sewer Enterprise Fund) — Florida Sheriff's Association Cooperative Purchasing Program — Xylem inc.** - Approve the purchase of a portable Dri-Prime pump from Xylem Inc. through the Florida Sheriff's Association Cooperative Purchasing Program Agreement (FSA23-EQU 21.1 – Equipment) in the amount of $64,649.64.
Staff: Jimmie Johnson, Utilities Director

10. **Authorize Equipment Purchase — Utilizing Cooperative Purchasing — Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund) - Florida Sheriff's Association Cooperative Purchasing Program - Rechtien International Trucks, Inc.** - Approve the purchase of a dump truck from Rechtien International Trucks, Inc. through the Florida Sheriff's Association Cooperative Purchasing Agreement (FSA25-VEH23.0) in the amount not to exceed $186,447.00.
Staff: Jimmie Johnson, Utilities Director

11. **Authorize Vehicle Purchases — Utilizing Cooperative Purchase — Utilities Department (FY 2026 Budget Funded — Water & Sewer Enterprise Fund) - State of Florida Cooperative Purchase Agreement with Step One Automotive:** Approve the purchase of three (3) vehicles for the Utilities Department with Step One Automotive through the State of Florida Cooperative Purchasing Agreement (Contract # 25100000-23-STC) in the amount not to exceed $145,702.67. Funding to support purchases under this proposed agreement is available within the FY 2026 Budget — Water & Sewer Enterprise Fund, account # 41336-56400.
Staff: Jimmie Johnson, Utilities Director

12. **Authorize Equipment Purchase — Cooperative Purchasing - Utilities Department (FY2026 Budget Funded - Water & Sewer Enterprise Fund) — Sourcewell - Generac Power Systems, Inc.:** Approve the purchase of a portable generator for the Utilities Department with Genset Service, Inc. (local Generac Distributor) through the Sourcewell Cooperative Purchasing Agreement (contract #092222-GNR) in the amount not to exceed $62,048.92.
Staff: Jimmie Johnson, Utilities Director

13. **Authorize purchase of Emergency Vehicle Equipment — Utilizing ITB / RLI #23004AP Broward County Piggyback Agreement - Police Department Shyft Group Upfit Services Inc./ Strobes-R-Us:** Approve the purchase of Emergency

Vehicle Equipment for seven (7) police vehicles from Shyft Group Upfit Services, Inc. d/b/a/ Strobes-R-Us for $99,488.48. Funding is available within the FY 2026 Budget — General Fund - Vehicles - General Fund.
Staff: Thomas Ceccarelli, Police Chief

14. **Authorize Vehicle Purchases — Cooperative Purchase – Police Department (FY 2026 Budget Funded) — Utilizing Florida Sheriff's Association/Florida Association of Counties:** Approve the purchase of seven (7) 2026 Ford Police Interceptor marked vehicles for $311,850.00 ($44,550.00 per vehicle) from Duval Ford using The Sheriffs' Association & Florida Association of Counties contract was completed through a competitive selection process – Pursuit, Administrative and Other Vehicles (Bid #FSA25-VEH33.0 – October 1, 2025).
Staff: Thomas Ceccarelli, Police Chief

15. **Use of Police Forfeiture Funds**: Approve use of Police Forfeiture Funds to purchase crime scene forensic equipment for the newly constructed crime lab.
Staff: Thomas Ceccarelli, Police Chief

16. **Approve Comprehensive Video and Digital Evidence Management System – Police Department FY2026 Budget Funded) – Axon Enterprise, Inc.:** Approve an agreement with Axon Enterprises under the SourceWell Cooperative Purchasing Contract #101223-AXN, for the purchase of fifty (50) body-worn cameras, fifty-eight (58) in-car camera systems and two (2) overt camera systems for use at the Police Department.
Staff: Thomas Ceccarelli, Police Chief

End of Consent Agenda....

Motion	Second	Vote

PRESENTATIONS

17. **Proclamation Recognizing World AIDS Day - December 1, 2025**
Staff: Kimberly Wynn, Village Clerk

PUBLIC COMMENT (Three-minute limit)

REGULAR AGENDA

PUBLIC HEARINGS

18. **(First Reading) Ordinance No. 2025-11 - Comprehensive Plan Amendment — Urban Village Overlay:** Motion to approve proposed text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in

vertically mixed-use (re)development projects.
Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote

19. **(First Reading) Ordinance No. 2025-12 - Code Amendment — Chapter 34, Land Use - Urban Village Overlay:** Motion for the approval of Ordinance No. 2025-12 to amend the Village Code of Ordinances to provide additional incentives for redevelopment by amending Chapter 34 “Land Development”, Article IV “Land Use”, Division 7, “Supplemental Regulations”, to add a new Subdivision XXVIII “Urban Village Overlay”.
Staff: Kimberly Glas-Castro, Assistant Village Manager

Motion	Second	Vote

20. **(First Reading) Ordinance No. 2025-13 - Code Amendment — Chapter 78, Schedule of Fees — Establishment of the Utilities' Schedule of Fees by Village Council Resolution:** Motion for the approval of Ordinance No. 2025-13 to amend Chapter 78 - Utilities of the Village Code of Ordinances to modernize how the Village establishes and manages its utility rates, fees, and operating standards to improve administrative efficiency, transparency, and responsiveness to regulatory changes.
Staff: Jimmie Johnson, Utilities Director

Motion	Second	Vote

ACTIONS AND REPORTS

21. **Update on FY 2026 Appropriation Requests and Legislative Priorities**
Staff:

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, DECEMBER 11, 2025, AT 6:30 PM

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
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
Phone: (561) 584-8200 Ext. 8422

VILLAGE COUNCIL REGULAR MEETING MINUTES
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE, PALM SPRINGS, FLORIDA
SEPTEMBER 25, 2025 AT 6:30 PM

CALL TO ORDER:

Mayor Smith called the Village Council Regular Meeting and Final Public Hearing to order at 6:30 PM.

ROLL CALL:

Present: Mayor Bev Smith, Vice Mayor Kim Schmitz, Mayor Pro Tem Gary Ready, Council Member Johnnie Tieche, and Council Member Patti Waller

Absent: None

Also Present: Village Manager Michael Bornstein, Village Attorney Christy Goddeau, Deputy Village Clerk Jane R. Worth, Police Chief Thomas Ceccarelli, Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Finance Director Mara Frederiksen, Parks and Recreation Assistant Director Lauren Bennett, and Records Clerk Andrea Medero.

INVOCATION:

The Village Manager, Mr. Bornstein led the Invocation.

PLEDGE OF ALLEGIANCE:

The Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA:

Mayor Pro Tem Ready motioned for the approval of the Agenda as presented, and Council Member Waller seconded. The said motion carried 5-0.

CONSENT AGENDA:

1. **Approval of September 11, 2025, Village Council Meeting Minutes: Motion for the approval of September 11, 2025, Village Council Meeting Minutes.**
   Staff: Kimberly Wynn, Village Clerk

2. **Proposed Resolution No. 2025-54 - First Amendment to MSA for Document Management Services (Laserfiche/MCCI) - Motion to approve Resolution No. 2025-54 to authorize the Information Technology (IT) Department to continue the use of MCCI/Laserfiche through an addendum to a Master Services Agreement.**

Staff: Mara Frederiksen, Finance Director

SUMMARY: The Information Technology (IT) department and various other Village departments identified deficiencies with the existing Village-wide document management solution in August 2021. The current document management solution holds many important documents (legal, financial, legislative, etc.) for various departments.

In late 2019, the Village IT department began to research options to upgrade the existing (Laserfiche) Document Management Solution. Several government-focused solutions were reviewed, including the option to upgrade the existing Laserfiche software solution. Ultimately, after speaking with other government organizations and reviewing the pricing, features, and integration flexibility of many products, including the latest offerings from Laserfiche, Hyland OnBase was chosen to move forward with services.

The Village Council approved funding ($39,125) within the FY 2021 IT Department Budget to purchase and install a new digital platform designed for document management, digital forms, digital workflows, digital signatures, and public records search portal functionality. They have continued to fund both Laserfiche and OnBase, totaling $26,000 per year.

Since FY 2021, the IT Department has worked with Hyland OnBase to implement and update the Document Management Solution, while also utilizing Laserfiche/MCCI; however, they have not been able to bring Hyland OnBase online. With the change in IT Staff, we have re-evaluated options to complete this project and have discovered that there have been some added features to the existing Document Management Solution (Laserfiche) that benefit the Village's needs.

Benefits to Laserfiche

- Laserfiche has added Cloud storage, which alleviates the burden on the Village to maintain multiple servers, and it will mitigate the risk of data loss within those servers.
- Laserfiche will migrate the data as part of the implementation, whereas OnBase has left the data migration entirely to the Village.
- Laserfiche has enhanced its forms, making them more tailored to governmental entities.
- Laserfiche does not require any code or programming from the IT department to implement workflows.
- Laserfiche as a hosted server would reduce $10k a year in hardware replacement and licensing.
- Laserfiche could also provide a public-facing portal to offer the Village additional transparency.
- Laserfiche being hosted would offer the flexibility of remote work

during an operational emergency situation and full access to stored files. On June 16, 2025 the Village entered into a Master Services Agreement with MCCI for Public Record Requests. This is the first Amendment to the agreement to continue to utilize MCCI as cloud-based software.

Fiscal Impact: Year 1 $63,577.55 (includes implementation costs and annual recurring subscription $40,395.25).

3. **Resolution No. 2025-55 Approval of the Annual Independent Financial Auditing Services Agreement — Motion for the approval of Resolution No. 2025-55 to enter into an agreement with CBIZ CPA to provide financial auditing services to the Village. The agreement will expire September 30, 2030.**
   Staff: Sylvia Ward, Purchasing Manager

   SUMMARY: The Village issued a Request for Proposals (RFP) No. 2025R-001 consistent with Section 218.391, Florida Statutes, the Village's Purchasing Code and Policy, for the competitive selection of auditing services. CBIZ CPA submitted a proposal in response to the RFP, which the Village's Selection Committee recommended as the most qualified, responsible, and responsive proposal.

   CBIZ CPA warrants are experienced and capable of providing professional auditing services to perform the Village's annual financial audits, including the Village's pension funds, Community Redevelopment Agency (CRA) funds, and all other applicable Village funds in accordance with the generally accepted auditing standards. These standards are set forth for financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, Title 2 United States Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Governments (Revised) – AICPA, Section 215.97, Florida Statutes, Section 218.39, Florida Statutes, Florida Single Audit Act; and Chapter 10.550 Local Governmental Entity Audits, Rules of the Auditor General, State of Florida and any other applicable Federal, State and local laws and regulations.

   Fiscal Impact: N/A

4. **Resolution No. 2025-56 Approval of the Emergency Food Services Agreement - Motion for the approval of Resolution No. 2025-56 to enter into an agreement with Cotton Commercial Usa, Inc. to provide emergency food services to the Village. The agreement will expire September 30, 2028.**
   Staff: Sylvia Ward, Purchasing Manager

   SUMMARY: The Village issued a Request for Proposals (RFP) No. 2025R-003 for Emergency Food Services to ensure the availability of food provisions for essential personnel responding to a prolonged emergency event. Cotton

Commercial USA, Inc. submitted a proposal in response to the RFP and has demonstrated the experience and capability to provide such services on an emergency basis in a professional and competent manner.

This Agreement establishes a contractual mechanism for essential food services anticipated to be required by the Village to support staff assigned to work during a hurricane or other disaster to safeguard public health, safety, and welfare. The Agreement does not obligate the Village to utilize Cotton Commercial USA, Inc. for services; however, in the event of a natural disaster or emergency, the Village may contact the vendor to initiate services.

Note: Essential personnel are expected to report to the Village Emergency Operations Center (EOC) with three (3) days of supply of food and water to be self-supporting during initial emergency response. The proposed food service would be initiated during an ongoing emergency response period.

Fiscal Impact: Cotton Commercial USA, Inc. acknowledges that the Village may seek reimbursement from the State of Florida or federal government, and that reimbursement eligibility is contingent upon the inclusion of all required FEMA provisions in the Agreement.

5. **Temporary Use Permit - Congress Avenue Force Main Project - Construction Staging Area - 1351 South Congress Avenue: Motion to approve a Temporary Use Permit HHRC and the Hinterland Group, Inc. to allow for construction staging area at 1351 South Congress Avenue, designated for the installation of a force main along South Congress Avenue until November 2, 2025.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: Mr. Daniel Duke III, agent for the Applicant, Hinterland Group, Inc., is requesting a Temporary Use Permit to allow construction of a staging area for the sewer force main installation along South Congress Avenue. Approval of the request will enable the applicant, who is also the CRA's contractor for the project, to stage materials required for the project.

Due to the proximity of this project to the construction area, the use of this property as a staging area will help expedite the project's construction. It will allow the contractor to finish all construction activities quickly.

The preliminary site plan shows the proposed arrangement of temporary storage materials. Staging area accessibility is limited to the existing driveway connection on South Congress Avenue.

The applicant is requesting a 1-year Temporary Use Permit while the installation of the sewer force main is ongoing.

Fiscal Impact: There is no direct fiscal impact from the proposed temporary use.

This property is located within the Palm Springs Community Redevelopment Agency (CRA)

6. **Resolution No. 2025-57 Agreements with Multiple Vendors for the Prequalification of Contractors for Public Works Minor Construction Services: Motion for the approval of Resolution No. 2025-57 to enter into an agreement with five (5) vendors for the pre-qualification of contractors for Public Works Minor Construction Services.**
   Staff: Felipe Lofaso, Public Works Director

   SUMMARY: The Village's Public Works Department is actively engaged in the maintenance, repair, and renovation of Village facilities, parks, and rights-of-way. As part of this responsibility, ensuring timely, competent, and experienced contractors to assist the Department in constructing projects and maintaining the Village's assets is critical. The Village advertised the Prequalification of Contractors for Public Works Minor Construction Services on July 29, 2025, and on August 19, 2025, received a total of 11 bid responses. A Selection Committee reviewed the proposals and, on September 10, 2025, met to discuss and rank the firms.

   A total of five (5) contractors were selected and ranked as follows:

   - JFB Construction and Development, Inc.
   - Waypoint Contracting, Inc.
   - RMJ Maintenance Corp.
   - Mueller Construction Company
   - Creative Contracting Group

   Staff are recommending the award of agreements to all five firms to provide a qualified pool of contractors to perform Public Works-related projects under $200,000 in value.

   Fiscal Impact: The Prequalification of Contractors for Public Works Minor Construction Services will be funded from the following accounts: Right of Way work: Account #01441-55300, Buildings: 01441- 56200 in an amount not to exceed $200,000 per issued Task Order. Each Task Order that exceeds the Village Manager's approval threshold per Procurement Code will be taken to council for approval.

7. **Resolution No. 2025-58 Approval of a Best Interest with Gerelcom, Inc. for the Access Control for the Police Department Expansion and Vehicle Gate – PD Expansion Project: Motion to approve Resolution No. 2025-58 for a Best Interest Acquisition with Gerelcom, Inc. for Access Control at the Police Department and Police Department vehicle gate for $125,073.00 for the Police Expansion Project. Funding is available from the FY 2025 Budget — General Fund - Buildings.**

Staff: Thomas Ceccarrelli, Police Chief

SUMMARY: The Police Department has a need to control and restrict access to specified work areas throughout the Police Department, as well as the ability for the documentation of the persons accessing these areas. As part of the Police Department's building expansion, an upgraded access control system is required to maintain and expand enhanced security measures and facilitate full integration with the existing Velocity Access Control System. Staff recommend that the Council authorize approval of the proposal submitted by Gerelcom, Inc. for the installation and integration of the expanded access control system, inclusive of both the building expansion and the vehicle gate security upgrades.

Gerelcom Inc. has provided a proposal to furnish and install all necessary cables, hardware, and integration services to expand access control capabilities to (24) twenty-four additional doors and a vehicle gate. The proposed quote was prepared by Gerelcom Inc, and reviewed by the Information Technology Director, Police Chief, and Finance Director.

To ensure the standardization of access control systems throughout the Village, staff recommended Gerelcom Inc, our current Vendor for Access Control. The Village has worked with the proposed vendor previously, and they have provided excellent service and quality solutions.

The Village's Purchasing Policy, Section 4.8 - Best Interest (Waiver), provides that the Village may approve the best interest acquisition and waive the competitive selection procedures in the Purchasing Code as outlined in the Procurement Policy. This provision may not be used to contract for goods or services for which such contract would exceed the limits set forth in F.S. §287.055 or 255.20, as amended.

Fiscal Impact: Funds to support this proposed purchase are available within the FY 2025 Budget - General Fund-Buildings. The total purchase cost will be $125,073.00.

End of Consent Agenda....

Mayor Smith offered the public and Council an opportunity to speak on the Consent Agenda. There were no comments.

Council Member Waller motioned for the approval of the Consent Agenda, and Vice Mayor Schmitz seconded. The said motion carried 5-0.

PRESENTATIONS:

None

PUBLIC COMMENT:

None

PUBLIC HEARINGS:

8. **(Second Reading/ Final Public Hearing) Ordinance No. 2025-08 - Establish Fiscal Year (FY 25/26) Millage Rates - Operating & Debt Service: Motion to approve Ordinance No. 2025-08 on First Reading for the FY 25-26 operating millage rate for the Village of Palm Springs is hereby levied for 3.5000 mills, which is a 1.12% decrease, below the rolled-back rate of $3.6754. The real property tax roll for the current calendar year has been certified by the Palm Beach County Property Appraiser for a nonexempt valuation of $2,195,209,535 and of tangible personal property for a nonexempt valuation of $90,931,845 of a total gross taxable value for operating purposes of $2,286,141,380.**

   Staff: Mara Frederiksen, Finance Director

   SUMMARY: The Village Council is requested to establish the final operating and debt service millage (property tax) rates for the Village of Palm Springs for the upcoming Fiscal Year (FY 25- 26) beginning October 1, 2025, and ending September 30, 2026. Additionally, the Council is requested to consider certifying the Village's taxable value to the PBC Property Appraiser as well as other related financial information:

   The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 25/26) as well as other related financial information:

   - The gross taxable value of all properties within the Village for the fiscal year (FY 25/26) is $2,286,141,380, an increase of $214,431,812 over the fiscal year (FY 24/25).

   - The rolled-back rate is calculated at 3.6754 per 1,000 taxable values. The Village's fiscal year (FY 25/26) operating millage for the General Fund is $3.50 per $1,000 of the taxable value, or a decrease of 1.12% below the rolled-back rate, (At 100% collection, the expected operating millage is expected to generate $8,001,494). In ad-valorem tax revenue, however, the Village budgets at a 96% collection ratio; thus, the proposed budgeted revenue is expected to be $7,681,435.

   - The total taxable value within the Village to calculate the debt service millage rate is$2,286,141,380; thus, the proposed millage rate required to pay the Village's general obligation debt for the fiscal year (FY 25/26) is $0.1922 per $1,000 of taxable value. That is a decrease of 0.0199 from

the fiscal year (FY 25/26).

- The combined millage rate for the fiscal year (FY 25/26) (3.5000 operating + 0.1922 debt = 3.6922 total mills) is .0199 mills lower than the combined approved millage rates for the fiscal year (FY 25/26) (3.5000 operating + 0.1922 debt = 3.6922 total mills).

- The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for the fiscal year (FY 25/26) is $166,959,558. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate — a proposed $3.50 per $1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is $904,300. However, the Village budgets at a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is ($859,085). This is the sixth year the Village has had the Palm Springs CRA.

Ordinance No. 2025–08 establishes the millage rates for the fiscal year (FY 25/26). The proposed fiscal year (FY 24/25) millage rate ordinance was approved on the first reading on September 11, 2025. The proposed fiscal year (FY 25/26) millage rate ordinance is presented to the Village Council for consideration in the 2nd and Final Reading.

Note: Ordinance No. 2025-08 was presented to the Council for the First Reading on September 11, 2025. It was publicly noticed as required by State Statutes. The staff will submit the required Form DR-420 - Certification of Taxable Value and the Form DR- 420Debt - Certification of Voted Debt Millage to the PBC Property Appraiser, PBC Tax Collector, and the State of Florida.

Fiscal Impact: Establishes the final operating millage rate, debt service millage rate, and millage rate for the Palm Springs CRA for the proposed budget for the fiscal year (FY 25/26).

The Finance Director, Ms. Mara Fredrikson, presented Ordinance No. 2025-08. She advised that there were no changes from the First Reading.

Mayor Smith offered the public and Council an opportunity to speak on Ordinance No. 2025-08. There were no comments. Village Attorney Goddeau read the title of the caption to the record.

Mayor Pro Tem Ready motioned for the approval of Ordinance No. 2025-08, and Council Member Tieche seconded. There was a roll call vote as follows: Vice Mayor Schmitz — Yes, Mayor Pro Tem Ready — Yes, Council Member Tieche — Yes, Council Member Waller — Yes, and Mayor Smith — Yes. The said motion carried 5-0. The said motion carried 5-0.

9. **Second Reading/Final Budget Adoption) Ordinance No. 2025-09 Adopt FY 2025-2026 Budget: Motion to approve Ordinance No. 2025-09; adopting an**

annual budget for the year beginning October 1, 2025, and ending September 30, 2026, in the amount of $87,959,04 for the Village's projected operating expenditures on Final Budget Adoption.
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Under the Village Charter and state law, the proposed ordinance establishes a balanced annual budget for the Village of Palm Springs for $87,934,040 for the Fiscal Year (FY) beginning October 1, 2025, and ending September 30, 2026. The proposed budget includes the following funds:

General Fund	$42,754,000
American Rescue Plan Fund	$0.00
Palm Springs CRA	$3,729,071
Debt Service Fund	$420,836
Water & Sewer Enterprise Fund	$39,462,691
Stormwater Enterprise Fund	$1,592,442
Total	$87,934,040

The Village Council held a budget workshop on July 24th, 2025, to discuss the proposed budget and review staff recommendations. The proposed ordinance establishes the budget for the upcoming fiscal year.

Attached to the proposed ordinance is a summary of the proposed revenues by source and proposed expenditures by function. The budget summary will be advertised via the online legal advertising on September 21, 2025, and posted on the Village's website – www.vpsfl.org -- under state law. The complete budget is available in the Office of the Village Clerk for review.

Fiscal Impact: The proposed ordinance establishes the operating budget for the General Fund, American Rescue Plan Fund, Palm Springs CRA, Debt Service Fund, Water and Sewer Enterprise Funds and the Stormwater Enterprise Fund for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

Ms. Mara Frederikson was present for this item. Mayor Smith offered the public and Council an opportunity to speak. There were no comments.

The Deputy Village Clerk, Mrs. Worth, read the statement of the advertisement. The Village Attorney, Mrs. Goddeau, read the title of the caption into the record.

Council Member Waller motioned for the approval of Ordinance No. 2025-09, and Vice Mayor Schmitz seconded. There was a roll call vote as follows: Vice Mayor Schmitz — Yes, Mayor Pro Tem Ready — Yes, Council Member Tieche — Yes, Council Member Waller — Yes, and Mayor Smith — Yes. The said motion carried 5-0. The said motion carried 5-0.

10. ***(First Reading/ Quasi-Judicial Hearing)*** **Ordinance No. 2025-10 - Rezoning - 275 Alemeda Drive: Motion for the approval of Ordinance No. 2025-10 zoning designation for the land owned by the Village of Palm Springs, located at 275 Alemeda Drive and being more fully described in Exhibit "A" attached hereto; said land to be designated within a Land Development from Residential Multi-Family (RM) to Government (G) Zoning District.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: On December 24, 2023, the Village of Palm Springs executed a contract for the purchase of the property located at 275 Alemeda Drive. The Village closed on the property in February 2024 and will be starting the design process to incorporate the 2.77-acre site into the adjacent Athletic Complex. The new open space will provide increased space for new recreational elements.

The recreational amenities will include a children's playground, a picnic pavilion, and an interactive water feature. In addition, the Village's community-wide trail system, known as the Park-to-Park Connector, will be able to fill a gap along the northern section of the property.

Currently, the subject property has a Future Land Use designation of Governmental, and staff are requesting a housekeeping amendment to change the zoning designation from Residential Multi- Family (RM) to Governmental (G) to be consistent with the property's Future Land Use Map and to be able to redevelop the property with the project previously mentioned.

Fiscal Impact: Amending the zoning for the property does not have a fiscal impact on the property.

Mayor Smith asked the Council to disclose their ex parte communication. Assistant Parks and Recreation Director, Mrs. Bennett, was present for this item.

Mayor Smith offered the public and Council an opportunity to speak. There were no comments. The Deputy Village Clerk, Mrs. Worth, read the statement of the advertisement. The Village Attorney, Mrs. Goddeau, read the title of the caption into the record.

Mayor Pro Tem Ready motioned for the approval of Ordinance No. 2025-10, and Council Member Tieche seconded. The said motion carried 5-0.

11. **Resolution No. 2025-59: Motion to approve Resolution No. 2025-59 to approve an Interlocal Agreement with Palm Beach County on the sharing of the Village Mobility Fee and the Payment of Palm Beach County's Non-Transportation Impact Fees.**
Staff: Kimberly Glas-Castro, Assistant Village Manager

SUMMARY: House Bill 479 (2024 Session) requires interested cities and their respective county to adopt an interlocal agreement by October 1, 2025 to coordinate the mitigation of transportation impacts as they implement adopted Mobility Plans through revenues collected by adopted Mobility Fees.

Staff have been negotiating the proposed interlocal agreement with Palm Beach County since the adoption of Mobility Fees (Ordinance No. 2025-04) in July. Palm Beach County does not have an adopted Mobility Plan pursuant to Chapter 163.3180. The only county road project on their 5-Year Road Program is the design of the 3-Laning of Kirk Road, with construction anticipated in mid-term years (2029-2031). The Village recognizes that the addition of turn lanes on Kirk Road will add capacity to the roadway segment between Alemeda Lane/Purdy Road and Lakewood Road. In consideration of this added capacity, the Staff is proposing that the Village share a percentage of its Mobility Fee with Palm Beach County based on a (re)development project's location:

a. for development/redevelopment projects that are front directly on Kirk Road, the Village shall set aside fifty (50) percent of the collected Mobility Fees to remit to the County;
b. for development/redevelopment projects that front along a major arterial roadway (i.e. Forest Hill Boulevard, Lake Worth Road, 10th Avenue North, Congress Avenue) the Village shall set aside sixteen (16) percent of the collected Mobility Fees to remit to the County;
c. for all other development/redevelopment projects that front any other roadway, the Village shall set aside ten (10) percent of the collected Mobility Fees to remit to the County.

These funds will be earmarked specifically for Kirk Road improvements. The proposed fee share percentages were calculated considering the new development's impact on the roadway.

The proposed interlocal agreement also outlines that the Village will require developers/permit applicants to pay the County's adopted non-transportation impact fees (parks, public buildings, schools, fire rescue) directly to the County prior to issuance of a building permit (the Village will cease collecting impact fees on behalf of the County). County road impact fees will not be collected within the Village limits. The term of the proposed interlocal agreement is five years (until October 1, 2030).

The County Commission is scheduled to consider the proposed Interlocal Agreement at their September 30, 2025, meeting.

Note: The Village Mobility Fee is intended to fund an alternative transportation system consistent with Florida Statute Section 163.3180. The Village Mobility Fee will replace the Palm Beach County transportation concurrency system and will be the only transportation mitigation fee to be assessed on all new development within the Village limits. The effective date of the Village's Mobility Fee ordinance is **October 8, 2025** (90 days after 2nd reading/adoption of Ordinance No. 2025-04).

Fiscal Impact: The approval of the proposed ordinance increases Village revenue by imposing a Mobility Fee. The County road impact fee will no longer be collected within the Village limits.

The Assistant Village Manager, Mrs. Glas-Castro, introduced the item. She mentioned there is a revised Interlocal Agreement included before the Council.

Mayor Smith offered the public and Council an opportunity to speak. There were no comments.

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

Vice Mayor Schmitz motioned for the approval of Resolution No. 2025-59, and Mayor Pro Tem Ready seconded the motion. The said motion carried 5-0.

ACTIONS AND REPORTS

There were no Actions and Reports.

VILLAGE MANAGER COMMENTS

Village Manager Bornstein thanked the Staff for their hard work and dedication.

VILLAGE COUNCIL COMMENTS

Mayor Pro Tem Ready thanked the Staff for the good job they do making the Council look good. Vice Mayor Schmitz expressed her pleasure. Council Member Tieche explained that the Metropolitan Planning Organization (MPO) is now called the Transportation Planning Agency (TPA). Furthermore, the agency is going to be part of the State agency. The Palm Tran is being defunded. However, one of the people on the committee worked in the Palm Tran area and reported that they were on track to find the money they needed. The Palm Tran saw a 7% increase in rider fares. Council Member Tieche talked about garbage collection. Mayor Smith inquired what

the cost to rename the MPO. She also thanked Public Works for their help with the ducks. Council Member Waller thanked the staff, and asked Mr. Lofaso for an update on his Arbor license.

ADJOURNMENT

Hearing no business, Mayor Smith adjourned the Village Council Regular Meeting at 6:53 pm.

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 **September 25, 2025**. The minutes were formally approved and adopted by the Village Council on **November 13, 2025.**

Jane Worth

Deputy Village Clerk

NEXT REGULAR MEETING:
THURSDAY, OCTOBER 9, 2025, AT 6:30 PM

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

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to Order at 6:30 PM.

ROLL CALL

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

Absent: Council Member Johnnie Tieche

Also, Present: Village Manager Michael Bornstein, Assistant Village Manager Kim Glas-Castro, Village Attorney Tanya Eearly, Deputy Village Clerk Jane R. Worth, Police Chief Thomas Ceccarelli, Sergeant-In-Arms, Planning, Zoning, and Building Director Iramis Cabrera, Utilities Director Jimmie Johnson, Public Works Director Felipe Lofaso, Assistant Public Works Director Timothy Crespo, Finance Director Mara Frederiksen, and Parks and Recreation Director Juan Ruiz.

INVOCATION

The Village Manager, Mr. Bornstein gave the invocation.

PLEDGE OF ALLEGIANCE

The Village Council led in the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager, Mr. Bornstein, noted that there were no additions, deletions, or modifications to the agenda.

Vice Mayor Schmitz motioned for the approval of the agenda as presented, and Council Member Waller seconded. The said motion carried 4-0.

CONSENT AGENDA

1. **Approval of Task Order #01 with Creative Contracting Group for the Demolition of 242 Cypress Lane: Motion to approve Contract Award (Task Order #01) with Creative Contracting Group. for an amount not to exceed $59,000.00 for the demolition of the property located at 242 Cypress Lane. This property was purchased as part of the overall Village Commons Park Master Plan Improvements. Task Order #01 to Creative Contracting Group is being funded from account #01119-56100.**
   Staff: Felipe Lofaso, Public Works Director

   SUMMARY: The Village recently purchased 242 Cypress Lane as part of the overall Village Commons Park Master Plan improvements. The goal of the purchase is to create an open space in front of the new Police Department building and a sense of

place as visitors enter the government center, as well as additional overflow parking. The demolition of the property is the first step in this process.

The Village recently awarded a Contract for Minor Construction Services and prequalified a total of five (5) contractors to perform various Public Works related projects. The demolition work associated with this property is being awarded under this Contract as Task Order #01. Staff solicited proposals from all five (5) vendors, and Creative Contracting Group provided the lowest, most responsive and responsible proposal for the work. Staff is recommending an award to Creative Contracting Group in the amount not to exceed $59,300.00. The work is scheduled to be completed prior to the grand opening of the Police Department building expansion.

Fiscal Impact: Task Order #01 to Creative Contracting Group is being funded from account #01119-56100 in an amount not to exceed $59,300.00.

2. **Sodium Hypochlorite Contract - Piggyback - Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund): Approve a piggyback agreement with Allied Universal Corporation for the purchase and delivery of Sodium Hypochlorite for RL Pratt and the Main Water Treatment Plant. Funding to support purchases under this proposed agreement is available within the FY 2026 Budget - Water & Sewer Enterprise Fund**
Staff: Jimmie Johnson, Director of Utilities

SUMMARY: The Utilities Department purchases Sodium Hypochlorite, a critical chemical component in the water treatment process, which works in conjunction with ammonia to create chloramine used as a disinfectant. The Village utilizes chloramine as a long-lasting disinfectant that aids in ensuring that we maintain compliance with Health Department standards and provide high-quality water to our customers. The Village currently uses Allied Universal Corporation to provide this type of chemical, and the previously piggybacked contract (from Charlotte County) expired on September 30, 2025.

To ensure the lowest possible price, staff recommends the Village piggyback Charlotte County's current contract and award to Allied Universal Corporation. This selection by Charlotte County was completed through a competitive selection process — Water and Wastewater Chemicals (ITB #20250605) and was approved by Charlotte County on September 25, 2025.

If approved, the Village would accept Allied Universal Corporation's pricing by piggybacking Charlotte County's contract, including all terms, conditions, and pricing therein. The term of the proposed Agreement would expire on September 30, 2026, and may be renewed for one (1) additional one (1) year period. The price for the supply of Sodium Hypochlorite to the Village's water treatment plants will be $1.77 per gallon; the previous price was $1.67 per gallon. The Village will not expend more than the amount in the approved budget, as it may be adopted/amended yearly for these goods and services over the contract term.

The Village's Purchasing Code, Section 58-9, Accessing Contracts of Other Government Agencies, provides that the Village may award a contract by piggybacking or accessing the goods or services from any State of Florida contract; agreements of any Florida political 38 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.

The Village Attorney prepared and reviewed the proposed Agreement with the Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendor and has received excellent service and a quality product.

Fiscal Impact: Funding to support purchases under this proposed agreement is available within the FY 2026 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

3. **Appointment to the Planning and Zoning Board: Motion to appoint Mr. Brian Rusher to the Planning and Zoning Board as a Junior Alternate member to serve an unexpired term that ends on May 14, 2028.**
Staff: Kimberly Wynn, Village Clerk

SUMMARY: Currently, there is one (1) Junior Alternate Member vacancy on the Planning and Zoning Board due to Mr. Ralph Wiles is appointed as a Regular Member to fill an unexpired term until May 14, 2028.

Mr. Brian Ruscher has expressed an interest in serving on the Board, and is a valuable asset to this Board as a Member. If appointed, he would serve a three (3) year term ending May 14, 2028.

If the appointment is approved, there would be no vacancies on the Planning and Zoning Board.

Fiscal Impact: The proposed appointment does not have a fiscal impact to the Village.

End of Consent Agenda....

Mayor Smith offered the public and Council an opportunity to comment on Consent Agenda items. There were no comments. Mayor Pro Tem Ready made a motion to approve the Consent Agenda as presented. Vice Mayor Schmitz seconded the motion. The said motion carried 4-0.

PRESENTATIONS

4. **Proclamation Recognizing Florida City Government Week - October 20–26, 2025.**

Staff: Kimberly Wynn, Village Clerk

Mayor Smith read the proclamation into the record, then presented it to Deputy Village Clerk Jane Worth.

PUBLIC COMMENT

PBC Battalion Chief Ronald Martinez was available to update on the Palm Beach County Fire Rescue department. Chief Martinez relayed October was Breast Cancer Awareness Month. Chief Martinez informed the Council that he noticed there was improvement in response time for the Village, stated the number of calls.

A discussion took place regarding Fire Ops 101. They will go into the community and see if any Council members are interested in knowing what it's like to be experience the life of a firefighter.

PUBLIC HEARINGS

5. **(Quasi-Judicial Hearing) Resolution No. 2025-60 - Major Site Development Plan (SPR25-11) - Palm Springs Warehouse - 2862, 2888, and 2912 2nd Avenue North: Motion to approve an application submitted by Schmidt Nichols, agent for the owners, DTNK 1, LLC, DTNK 2, LLC, and Noahkarly 1, LLC, ("Applicant"). The applicant is requesting a Major Site Development Plan (SPR25-11) with four (4) waivers to allow the development of the site with the construction of a total of 28,898 square feet warehouse facility with ancillary office space located at 2862, 2888, and 2819 2nd Avenue North.**

Staff: Iramis Cabrera, PZB Director

SUMMARY: Schmidt Nichols, agent for the owners, DTNK 1, LLC, DTNK 2, LLC, and Noahkarly 1, LLC, is requesting a Site Development Plan (**SPR25-11)** with four (4) waivers to allow the development of the site with the construction of a total of 28,898 square feet warehouse facility with ancillary office space.

The 2.01-acre unified site is generally located on the south side of 2nd Avenue North and east and west of Bellevue Avenue. The project combines three individual properties, which are proposed to be unified as a single parcel.

Note: One of the properties is currently undeveloped, while the others are partially developed, with existing light industrial users.

The project proposed to develop the site with the construction of 22,858 square feet of warehouse space and 6,040 square feet of ancillary office space for a total of 28,898 square feet of floor area. Access to the site will be via a full-access driveway connection on both sides of Belle Vue Avenue (east and west sides). The properties will be platted to unify the three subject parcels into one single lot, incorporating concurrently the 10' wide alley located at 2918 2nd Avenue N, proposed to be abandoned, and the previously abandoned 5' alley between the easternmost parcels.

As part of the proposed Major Site Development Plan, they are requesting four (4) waivers:

- **Waiver #1**: Relief from Sec. 34-878.4 (1) — to allow a minimum lot size of 2.01 acres rather than 3 acres required for the Commercial Renewal zoning district.
- **Waiver #2:** Relief from Sec. 34-878.4 (2) — to allow a 25' rear setback rather than the 30' required.
- **Waiver #3:** Relief from Sec. 34-164 — to not provide foundation planting along the north sides of Buildings A & B and the west side of Building C rather than:.

  A. - 30' long x 5' wide foundation planting along the north facade of building
  B. - 30' long x 5' wide foundation planting along the north facade of building
  C. - 56' long x 5' wide foundation planting along the west facade of building

- **Waiver #4:** Relief from Sec. 34-1329 (5) (o) — to allow a reduction of parking spaces from the 43 spaces required to 41 spaces, a reduction of 2 parking spaces.

  The Planning & Zoning Board considered the proposed site plan during their meeting on September 9, 2025, and recommended approval.

  The Planning, Zoning, and Building Staff does not object to the applicant's request and recommends conditional approval to facilitate the redevelopment project proposed for the properties.

Director Cabrera informed the Council that Schmidt Nichols, representing DTNK 1, LLC, DTNK 2, LLC, and Noahkarly 1, LLC, is requesting approval of Site Development Plan SPR25-11, including four waivers, to construct a 28,898-square-foot warehouse facility with ancillary office space. The 2.01-acre site, located on the south side of 2nd Avenue North and east and west of Bellevue Avenue, combines three parcels proposed to be unified into a single property.

Mr. Jordan Sperling with Schmidt Nichols presented a PowerPoint which included the Site Plan located at 2862, 2888, and 2812 2nd Avenue North. A discussion regarding property managers, fencing, hours of operation, and fire truck access.

Ms. Joice Morell, 3921 Belle Vue Avenue, stated she owns the property on the south side. Ms. Morell said there is a seven (7) foot concrete wall now adjacent to her property, and for consistency, she would like to ask for that to be considered once the project is finished. Mr. Josh Nichols with Schmidt Nichols discussed the fence requirements and possible accommodations that could be made for the proposed fence.

Mayor Smith offered the public an opportunity to speak. There were no comments. The Village Attorney, Ms. Eearly, read the title of the caption to the record.

Mayor Pro Tem Ready motioned for the approval of Resolution No. 2025-60. Council Member Waller seconded the motion. The said motion carried 4-0.

Fiscal Impact: The proposed project will enhance the village's assessed property valuation. Additionally, the new project may have a positive effect on neighboring properties.

6. (Quasi-Judicial Hearing) Resolution No. 2025-61 - Commercial Planned Development Master Site Plan Amendment (SPR25-09) – Village Collection of Palm Springs - Northwest corner of 10th Avenue North & Florida Mango Road: Motion to recommend approval of an application to the Village Council, from Inside Studio, on behalf of DC Hospitality Palm Springs LLC ("Applicant"), is requesting to modify the Commercial Planned Development Master Site Plan to eliminate one of the hotels previously approved within Tract 1, and construct in its place a Light Industrial building with a maximum of 31,352 square feet of floor area.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Inside Studio, on behalf of DC Hospitality Palm Springs LLC ("Applicant"), is requesting a modification to the Commercial Planned Development Master Site Plan to eliminate one of the hotels previously approved within Tract 1, and construct in its place a Light Industrial building with a maximum of 31,352 square feet of floor area.

The 7.74-acre site is located approximately 0.05 north of the intersection of 10th Avenue North and Florida Mango Road on the west side of Florida Mango Road. The property currently retains a Future Land Use designation of Commercial and the Commercial General (CG) zoning classification. The subject site's primary access is from Florida Mango Road, with secondary access from 10th Avenue North.

In January 2024, the Village Council approved, under Resolution 2023-52, a master site commercial planned development plan to allow the redevelopment of the site to accommodate three (3) separate development plans and currently, the site is actively under construction as both restaurants in Tracts 2 & 3 and the western hotel site within this Tract 1 have been issued building permits.

The proposed amendment only affects the development plan for tract 1, and the proposed changes are as follows:

Permitted	Previously Approved	Proposed
Open space - 20% (40,315 sf)	56,607 sf (28%)	49,034 sf (27.3%)
Building Footprint Square Feet	106,631 sf	80,012 sf
FAR - 0.5 %	0.5%	0.4 %

The proposed Commercial Planned Development (CPD) Master Site Plan provides for the following elements:

1. Perimeter landscape and compatibility features, including a privacy wall between the subject commercial parcel and abutting residential properties to the west, north,

and east, and entry landscaping features at the entrance drives.
2. Shared access to the CPD from Florida Mango Road and 10th Avenue North, with internal access to future development parcels.
3. Shared infrastructure improvements.
4. Architectural Guidelines for the CPD provide a consistent theme throughout the unified project through colors, materials, and architectural elements.
5. Open space (minimum 20%) is based on the entire CPD.
6. The Master Sign Program for the CPD, which includes six (6) monument signs

The Planning & Zoning Board considered the proposed commercial planned development master site plan during their meeting on September 9, 2025, and recommended approval.

Staff support the applicant's intent to move forward with the proposed redevelopment project, allowing the revitalization of the existing site.

Mayor Smith asked for the date of publication for Resolution No. 2025-61. Deputy Village Clerk Worth stated that the publication was on August 22, 2025. Mayor Smith asked for any ex parte communications. Mayor Pro Tem Ready stated he attended the Planning and Zoning Advisory Board meeting on Item Nos. 6 and 7 but did not form an opinion at that time.

Director Cabrera informed the Village Council, the original project was for two (2) hotels to be constructed on the individual parcels. The Applicant has requested a modification to the Commercial Planned Development Master Site Plan to eliminate one of the hotels previously approved within Tract 1, and construct in its place a Light Industrial building with a maximum of 31,352 square feet of floor area.

Mr. Bryan Terry of Insite Studio presented a PowerPoint for the Village Collection of Palm Springs and informed the Council on Tract 1, providing an in-depth explanation of the modification. The parcel was approved for a hotel; it will be replaced with a Light Industrial building with a maximum of 31,352 square feet of floor area. The Council discussed hours of operation, a wall to the north for current residents established in their homes.

Mayor Smith offered the public an opportunity to speak. There were no comments. The Village Attorney, Ms. Eearly, read the title of the caption to the record.

Council Member Waller motioned for the approval of Ordinance 2025-10. Vice Mayor Schmitz seconded the motion. The said motion carried 4-0.

FISCAL IMPACT:

The proposed master site plan for the commercial planned development does not have a significant fiscal impact on the village; however, it is expected to enhance the village's assessed property evaluation.

7. **(Quasi-Judicial Hearing) Resolution No. 2025-62 - Site Development Plan Amendment (SPR25-10) - 2645 10th Avenue North – Tract 1 of the Village Collection of Palm Springs Master Site Plan - Hotel & Light Industrial: Motion to recommend approval to Village Council of an application submitted by Inside Studio, on behalf of DC Hospitality Palm Springs LLC ("Applicant"). Requesting approval for a Site Development Plan Amendment (SPR25-10) to eliminate one of the hotels previously approved within Tract 1, and allow the construction of a Light Industrial Building with a maximum of 31,352 square feet of floor area.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: Inside Studio, on behalf of DC Hospitality Palm Springs LLC ("Applicant"), is requesting a Site Plan modification to replace one of the previously approved hotel buildings with a Light Industrial structure within Tract 1 of the Village Collection of Palm Springs Planned Commercial Development.

The 4.63-acre site is on the northwest corner of the 10th Avenue North and Florida Mango Road intersection. It retains a Future Land Use designation of Commercial and the Commercial General (CG) zoning district classification. The applicant is proposing a Site Development Plan Amendment (within a Commercial Planned Development) to allow the construction of a 31,352-square-foot one-story light industrial building with a total of 6 tenant bays. The primary access to the site is from Florida Mango Road, with secondary access from 10th Avenue.

Note: Currently, the site is actively under construction as both of the restaurants in Tracts 2 & 3 and the western hotel site within Tract 1 have been issued building permits.

This amendment includes the replacement of the previously approved four-story eastern hotel (Everhome Suites) with 114 rooms and approximately 58,000 SF, with a light industrial incubator facility, which comprises approximately 8,465 SF of office use and 22,887 SF of warehouse/workspace. The building will be located between the Planned Commercial Development's east property boundary and the hotel. The building's front façade will face west to mirror the primary entrance to the hotel, creating a shared parking lot between the two buildings. The structure will have both storefront office access on the front facade with bay door access as well, and additional bay door access on the rear east facade. The building is buffered from the adjacent residential uses to the north and east and by the provided landscape buffers.

Future tenants are going to be subject to the regulations within the Tenth Avenue Overlay, and such conditions are required to be included within their lease agreements. Some of the conditions are going to be as follows:

- Any manufacturing or assembly businesses shall be conducted inside the principal structure(s).
- All activities shall be conducted within a climate-controlled environment, to the greatest extent practicable, to prevent external noise, vibrations, dust, odor, and other conditions.

- No outdoor storage shall be permitted.
- Hours of operation shall comply with the Village's Land Development Regulation Section 34-891.

The Planning & Zoning Board considered the proposed site plan during their meeting on September 9, 2025, and recommended approval.

The Planning, Zoning, and Building Staff supports the applicant's request to move forward with the proposed redevelopment project, allowing the revitalization of the existing site.

Mayor Smith asked for the statement of the advertisement. Deputy Village Clerk Worth stated the publication was on August 22, 2025. Mayor Smith asked for any ex parte communications. Mayor Pro Tem Ready stated he was present at the Planning and Zoning Advisory Board meeting when Item Nos. 6 and 7 were discussed. He did not form an opinion.

Director Cabrera mentioned to the Council that all activity with the proposed building will have to take place inside the bay as proposed.

Mayor Smith offered the public an opportunity to speak. There were no comments. The Village Attorney, Ms. Eearly, read the title of the caption to the record.

Mayor Pro Tem Ready motioned for the approval of Resolution 2025-62. Vice Mayor Schmitz seconded the motion. The said motion carried 4-0.

FISCAL IMPACT:
The proposed development will enhance the Village's assessed property valuation.

8. ***(Second Reading)*** **Ordinance No. 2025-10 - Rezoning - 275 Alemeda Drive: Motion for the approval of Ordinance No. 2025-10 zoning designation for the land owned by the Village of Palm Springs, located at 275 Alemeda Drive and being more fully described in Exhibit "A" attached hereto; said land to be designated within a Land Development from Residentail Multi-Family (RM) to Government (G) Zoning District.**
Staff: Iramis Cabrera, PZB Director

SUMMARY: On December 24, 2023, the Village of Palm Springs executed a contract for the purchase of the property located at 275 Alemeda Drive. The Village closed on the property in February 2024 and will be starting the design process to incorporate the 2.77-acre site into the adjacent Athletic Complex. The new open space will provide increased space for new recreational elements.

The recreational amenities will include a children's playground, a picnic pavilion, and an interactive water feature. In addition, the Village's community-wide trail system, known as the Park-to-Park Connector, will be able to fill a gap along the northern section of the property.

Currently, the subject property has a Future Land Use designation of Institutional, and staff is requesting a housekeeping amendment to change the zoning designation from Residential Multi-Family (RM) to Governmental (G) to be consistent with the property's Future Land Use Map and to be able to redevelop the property with the project previously mentioned.

The proposed ordinance was approved by the Village Council on first reading during the September 25, 2025, meeting and is being presented for consideration for its second and final reading.

Mayor Smith asked for the statement of the advertisement. Deputy Village Clerk Worth stated the publication was on September 9, 2025. Mayor Smith asked for any ex parte communications. Mayor Pro Tem Ready stated he was present at the Planning and Zoning Advisory Board meeting when Item Nos. 6 and 7 were discussed. He did not form an opinion.

Director of Parks and Recreation Juan Ruiz stated he was looking forward to bringing the project to fruition. This was a housekeeping item. Mayor Smith offered the public an opportunity to speak. There were no comments from the public or the Council. The Village Attorney, Ms. Eearly, read the title of the ordinance into the record.

Vice Mayor Mrs. Schmitz motioned for the approval of Ordinance No. 2025-10. Council Member Waller seconded the motion. There was a roll call vote as follows: Vice Mayor Schmitz — Yes, Mayor Pro Tem Ready — Yes, Council Member Waller — Yes, and Mayor Smith — Yes. The said motion carried 4-0.The said motion carried 4-0.

FISCAL IMPACT:

Amending the zoning for the property does not have a fiscal impact on the property.

ACTIONS AND REPORTS

None

VILLAGE MANAGER COMMENTS

None

VILLAGE COUNCIL COMMENTS

In recognition of Florida City Government Week, taking place October 20–26, 2025, the Village Council expressed its gratitude to Village employees for their hard work, dedication, and service to the community.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 7:26 PM.

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 October 9, 2025. The minutes were formally approved and adopted by the Village Council on November 13, 2025

Jane R. Worth

Jane R. Worth, Deputy Village Clerk

NEXT REGULAR MEETING:
THURSDAY, NOVEMBER 13, 2025, AT 6:30 PM

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Finance

ITEM #3: Amendment No. 1 - Geographic Information System (GIS) Consulting Service for Village Wide Usage

SUMMARY: Multiple Village departments have an ongoing need for Geographic Information System (GIS) consulting services to support various operational and planning functions. On October 10, 2024, the Village Council approved a one (1) year agreement with Florida Technical Consultants, LLC by piggybacking on the Town of Jupiter Island's competitively procured contract (RFQ #2023-02).

The vendor has consistently provided high-quality services to the majority of Village departments. In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, to ensure continuity of services and align with the expiration of the Town of Jupiter Island's contract, staff is requesting Council approval to extend the existing agreement with Florida Technical Consultants, LLC through February 22, 2027.

FISCAL IMPACT:
The total value of goods and services to be provided by the Vendor shall not exceed the appropriated budget amounts.

ATTACHMENTS:
1. First Amendment to Piggyback of Florida Technical Consultants contract
2. FTC Palm Springs Contract Letter 25 (1)
3. Original Executed Agreement

FIRST AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES
(Geographic Information System (GIS) Consulting Services – Village-Wide Usage)

THIS FIRST AMENDMENT TO THE AGREEMENT FOR GOODS AND SERVICES ("Amendment") is made as of _____, 2025, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Florida Technical Consultants, LLC**, a Florida limited liability company, 533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33445 ("VENDOR").

RECITALS

WHEREAS, multiple departments within the VILLAGE have a continuing need for geographic information system (GIS) Consulting Services; and,

WHEREAS, the Town of Jupiter Island ("Jupiter"), through its competitive selection process (SMRU RFQ #2023-02) on February 22, 2023, awarded an agreement to the VENDOR for substantially the same goods and services (continuing geographic information system (GIS) consulting services) sought by the VILLAGE ("Jupiter Contract"); and,

WHEREAS, on October 10, 2024, the VILLAGE Council approved a one (1) year agreement with the VENDOR based on the terms and conditions of the Jupiter Contract ("Agreement"); and,

WHEREAS, the VILLAGE requested and the VENDOR has agreed to extend the expiration date of the Agreement to be consistent with the Jupiter Contract's current expiration date of February 22, 2027; and,

WHEREAS, the VILLAGE finds that entering into this Amendment with the VENDOR is in compliance with the VILLAGE's Purchasing Code and serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement 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. Term. The term of the Agreement between the VILLAGE and the VENDOR is hereby amended and reinstated to commence on October 10, 2024 and expire on February 22, 2027 unless earlier terminated as authorized in the Agreement.

3. Compliance with Section 787.06. By signing this Amendment as set forth below, VENDOR's authorized representative attests that the VENDOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

4. Entire Agreement. The parties agree that the Agreement (inclusive of the Jupiter Contract) and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

5. Execution. This Amendment may be executed in counterparts, each of which shall be an original, but all of each shall constitute one and the same document. The parties agree to accept the execution and delivery of this Amendment by electronic means (e.g., email, fax, etc.) and shall treat the same as an original.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this First Amendment to the Agreement for Goods and Services (Geographic Information System (GIS) Consulting Services – Village-Wide Usage) to be executed the day and year shown above.

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: **Florida Technical Consultants, LLC**

By: _____

Print Name: James Barton

Title: President

[Corporate Seal, if required.]

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of ✓ physical presence or __online notarization on this 16 day of October, 2025, by James Barton of **Florida Technical Consultants, LLC**, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath 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 **Florida Technical Consultants, LLC**, to the same.

[Notary Seal] GINA M. YEHUDA NOTARY PUBLIC MY COMMISSION EXPIRES 9-19-2028 STATE OF FLORIDA COMMISSION NUMBER HH 571694

_____
Notary Signature

Florida Technical Consultants, LLC
2240 Woolbright Road, Suite 400
Boynton Beach, FL 33426
Tel (954) 914-8488
www.fltechinc.com

October 16, 2025

Kim Glas-Castro, AICP LEED AP
Assistant Village Manager
Village of Palm Springs, FL
(561) 584-8200, 8412
kglas-castro@vpsfl.org

Subject: Village of Palm Springs GIS Services

Dear Ms. Glas-Castro:

Florida Technical Consultants (FTC) has a current contract with the Town of Jupiter Island, Florida to provide GIS Services on an as-needed basis. FTC agrees to allow the Village to piggyback our existing contract with the Town of Jupiter Island (Dated Feb 22, 2023) with the same terms, conditions, specifications, and pricing. The work to be performed is consistent with the work to be provided to the Town of Jupiter Island.

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at **jbarton@fltechinc.com**.

Respectfully submitted,

Florida Technical Consultants
James Barton, P.E.
President

Attached
RFQ 2023-02 Request for Qualifications (RFQ)
Agreement for Continuing Geographic Information System (GIS) Consulting Services (2/22/2023)
Minutes (of Approval) January 9,2023

RESOLUTION NO. 2024-52

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO APPROVE A PIGGYBACK CONTRACT WITH FLORIDA TECHNICAL CONSULTANTS, LLC, EXPIRING ON FEBRUARY 22, 2027, WITH TWO 920 ONE-YEAR RENEWAL OPTIONS FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Staff has determined the need for a contractor to provide the Village with services to Geographic Information System (GIS) services within the Village; and

WHEREAS, Village Staff has determined that the contract awarded to Florida Technical Consultant, LLC, by the Town of Jupiter Island through their competitive selection process (SMRU RFQ 2023-02) contains all the specifications, terms, conditions and pricing to meet the Village's needs; and

WHEREAS, the Village Purchasing Code, Section 58-9, allows for the Village to award a contract by piggy-backing any Florida State, or other governmental entity, contract that provides for the same or substantially similar goods and/or services that have been competitively solicited; and

WHEREAS, it has been determined that it is in the best and most efficient interests of the Village to obtain services to meet the Village standards from Florida Technical Consultants, LLC, and have made a recommendation of same to the Village Council.

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

Section 1. Based upon a review of the proposal attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorizes approval of a piggyback contract with Florida Technical Consultants, LLC, based on the Town of Jupiter Island contract (SMRU RFQ 2023-02). Funds have been budgeted in the FY2025 General Fund/Water & Sewer Enterprise Fund.

Section 2. The Mayor and Village Clerk are hereby authorized to execute any documents necessary to complete the award of this contract, and the Village Clerk is instructed to deliver an executed contract to Florida Technical Consultants, LLC, 2240 Woolbright Road, Suite 400, Boynton Beach, FL, 33426, along with a certified copy of this

Resolution.

Section 3. This Resolution shall be effective immediately upon its adoption.

Council Member READY offered the foregoing Resolution. Council Member WALLER seconded the Motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	X		
PATTI WALLER, VICE MAYOR	X		
KIM SCHMITZ, MAYOR PRO TEM	X		
JONI BRINKMAN, COUNCIL MEMBER	X		
GARY READY, COUNCIL MEMBER	X		

The Mayor thereupon declared the Resolution duly passed and adopted this 10th day of OCTOBER 2024.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: BEV SMITH (Oct 11, 2024 16:26 EDT)
BEV SMITH, MAYOR

ATTEST:

BY: Jane R. Worth
Jane R. Worth (Oct 11, 2024 16:38 EDT)
JANE WORTH, DEPUTY VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY: Christy Goddeau
Christy Goddeau (Oct 15, 2024 15:09 EDT)
CHRISTY GODDEAU, VILLAGE ATTORNEY

AGREEMENT FOR GOODS AND SERVICES
(Geographic Information System (GIS) Consulting Services – Village-Wide Usage)

This Agreement for Goods and Services ("Agreement") is made as of the 10th day of October, 2024, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Florida Technical Consultants, LLC**, a Florida limited liability company, 533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33445 ("VENDOR").

RECITALS

WHEREAS, multiple departments within the VILLAGE are in need of geographic information system (GIS) Consulting Services; and,

WHEREAS, the Town of Jupiter Island ("Jupiter"), through its competitive selection process (SMRU RFQ #2023-02) on February 22, 2023, awarded an agreement ("Jupiter Contract") to the VENDOR for substantially the same goods and services (continuing geographic information system (GIS) consulting services) sought by the VILLAGE; and,

WHEREAS, the VILLAGE has reviewed the terms of the Jupiter Contract and has determined the VENDOR's rates set forth therein for the needed goods and services are fair and reasonable; and,

WHEREAS, the VILLAGE requested and the VENDOR has agreed to extend the terms of the Jupiter Contract to the VILLAGE and the VENDOR has executed this Agreement with the VILLAGE to utilize the terms of the Jupiter Contract; and,

WHEREAS, the VILLAGE finds that entering into this Agreement is in compliance with the VILLAGE's Purchasing Code and serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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. Jupiter Contract, Effective Date, and Term. The Jupiter Contract with the VENDOR 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 Jupiter under the Jupiter Contract. The effective date of this Agreement is the date this Agreement is approved by the Village Council. Unless earlier terminated, the term of this Agreement shall not exceed (1) year. This Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.

3. Service Request(s). The VILLAGE does not guarantee that it will utilize this Agreement or the VENDOR for any needed goods and services hereunder. If the Village seeks goods and services from the VENDOR under this Agreement, the VILLAGE's ordering mechanism for the goods and services shall be a VILLAGE issued Service Request, which the Village may send via email (with delivery receipt) to the VENDOR at the following email address(es) _____. The scope of goods and services to be provided by the VENDOR and the compensation to be paid by the VILLAGE to the VENDOR shall be set forth in each VILLAGE issued Service Request. The VENDOR shall not provide any goods or services under this Agreement without a VILLAGE issued Service Request specifically for this purpose. The VENDOR shall not provide any goods or services which are outside the scope of an issued Service Request and the

VENDOR shall not exceed the expressed amounts stated in the Service Request to be paid to the VENDOR. The pricing in each Service Request shall be consistent with the pricing set forth in the Jupiter Contract.

4. Not to Exceed Amount for Goods and Services. The total value of goods and services to be provided by the VENDOR under this Agreement shall not exceed the amount stated by the VILLAGE in the applicable Service Request.

5. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the VENDOR consists of the terms and conditions in this Agreement, VILLAGE issued Service Requests, and the Jupiter Contract. The aforementioned documents are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the above documents, the terms and conditions of this Agreement shall take precedence with any VILLAGE issued Service Request(s) next taking precedence.

6. Miscellaneous Provisions.

6.1 *Successors and Assigns*. 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 this Agreement.

6.2 *Insurance*. VENDOR shall maintain the insurance as required in Jupiter Contract applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.

6.3 *Headings, References and Exhibits*. The headings contained in this Agreement 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 Agreement.

6.4 *Counterparts*. This Agreement 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.

6.5 *Entire Agreement; Amendment*. This Agreement 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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

6.6 *Lien Rights*. The VENDOR shall have no lien rights regarding any property owned by the VILLAGE or otherwise.

6.7 *Governing Law; Consent to Jurisdiction*. This Agreement 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 Agreement; (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 Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 *Third Party Beneficiary rights*. This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 *Severability*. If any one or more of the provisions of the Agreement 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.

6.10 *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:

(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 Agreement and following completion of this Agreement if the VENDOR does not transfer the records to the VILLAGE.
(4) Upon completion of this Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

6.11 *Preparation*. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.12 *Palm Beach County IG*. 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.

6.13 *Notices*. Except for Service Requests, which may be sent via email pursuant to Paragraph 3 of this Agreement, all notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

6.14 *Taxes*. 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.

6.15 *No Consequential Damages*. Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

6.16 *Execution/Delivery*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

6.17 *Authorized Signatory*. By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the VENDOR to enter this Agreement and bind the VENDOR to this Agreement.

7. Public Entity Crimes, E-Verify, and Scrutinized Companies.

7.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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.

7.2 If applicable to the VENDOR, pursuant to Section 448.095(5), Florida Statutes, the VENDOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

7.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Agreement if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8. Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement for Goods and Services (Geographic Information System (GIS) Consulting Services – Utilities Department) to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: BEV SMITH (Oct 11, 2024 16:26 EDT)
_____
Bev Smith, Mayor

ATTEST

Jane R. Worth
Jane R. Worth (Oct 11, 2024 16:38 EDT)
_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Christy Goddeau
Christy Goddeau (Oct 15, 2024 15:09 EDT)
_____
Christy Goddeau, Village Attorney

VENDOR: **Florida Technical Consultants, LLC**

By: _____

Print Name: James Barton

Title: President

[Corporate Seal, if required.]

Florida Technical Consultants, LLC
2240 Woolbright Road, Suite 400
Boynton Beach, FL 33426
Tel (954) 914-8488
www.fltechinc.com

October 1, 2024

Kim Glas-Castro, AICP LEED AP
Assistant Village Manager
Village of Palm Springs, FL
(561) 584-8200, 8412
kglas-castro@vpsfl.org

Subject: Village of Palm Springs GIS Services

Dear Ms. Glas-Castro:

Florida Technical Consultants (FTC) has a current contract with the Town of Jupiter Island, Florida to provide GIS Services on an as-needed basis. FTC agrees to allow the Village to piggyback our existing contract with the Town of Jupiter Island (Dated Feb 22, 2023) with the same terms, conditions, specifications, and pricing. The work to be performed is consistent with the work to be provided to the Town of Jupiter Island.

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at **jbarton@fltechinc.com**.

Respectfully submitted,

Florida Technical Consultants
James Barton, P.E.
President

Attached
RFQ 2023-02 Request for Qualifications (RFQ)
Agreement for Continuing Geographic Information System (GIS) Consulting Services (2/22/2023)
Minutes (of Approval) January 9,2023

AGREEMENT

FOR CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

THIS AGREEMENT with an Effective Date, as defined below, by and between the Town of Jupiter Island, ("Owner"), mailing address: 2 Bridge Road, Hobe Sound, FL 33455, and Florida Technical Consultants, LLC, a Florida limited liability company, with a principal address of 533 East Ocean Avenue, Suite #2, Boynton Beach, FL 33435 (hereinafter referred to as "Contractor").

RECITALS

A. In response to SMRU RFQ 2023-02 (the "RFQ"), Contractor submitted a response dated January 4, 2023 (the "RFQ Response") for Continuing Geographic Information System Consulting Services ("Services"); and

B. Town has determined that Contractor's RFQ Response provides the best value to Town, and Town wishes to enter into an agreement for Services with Contractor; and

D. Contractor agrees to perform the Services for Town under the terms and conditions set forth in the RFQ, the RFQ Response and this agreement and the attached exhibits (collectively, the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement. Contractor agrees to provide the Services to Owner in accordance with the terms of this Agreement.

1. Term. The term of this Agreement commences on execution of this Agreement by Owner (the "**Effective Date**") and continues for a term of four (4) years with two (2) one-year renewal option for a total of six (6) years. Time is of the essence in the performance of this Agreement.

2. Compensation. The compensation rates and terms set forth in Exhibit A and attached to this Agreement will be applicable during the term of this Agreement, as adjusted pursuant to the terms of the Agreement.

3. Service Requests. The Services to be provided by Contractor include Continuing GIS Services for Owner's South Martin Regional Utility (SMRU) distribution, collection, Water Treatment, Wastewater Treatment and Reuse Facilities. The requested services include, but are not limited to, the following:

- Update existing GIS desktop utility map and existing web-based utility map to include all pertinent as-built information including manhole structure, pipeline, valve, water and sanitary service line, water meter, backflow preventer, fire hydrant, lift station and well data
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Provide training to the respective SMRU personnel
- Special work orders for the development of GIS layers for various applications

A. No service requests under this Agreement are authorized upon execution of the Agreement. The Owner shall initiate requests for service by providing Contractor with a written service request (a "**Service Request**").

B. Each Service Request will set forth, among other things, the following:

i. The scope of service requested;
ii. The time and schedule of service;
iii. The method and amount of compensation as set forth in Section 3 above;
iv. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The services to be rendered by Contractor shall commence after the execution of each Service Request. Contractor's work shall be performed, completed and submitted to Owner as specified in the Service Request.

D. The terms and conditions of this Agreement shall be incorporated within and made a part of each Service Request.

4. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Finance Director
South Martin Regional Utility/Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

Notwithstanding any provision of the Contract Documents to the contrary, payment of each Invoice will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

5. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be e-mailed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or

branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to Owner:

Town Manager
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475
Email: mventura@tji.martin.fl.us

For notices and communications to Contractor:

James Barton, P.E.
Florida Technical Consultants, LLC
522 East Ocean Avenue, Suite #2
Boynton Beach, FL 33444
Email: jbarton@fltechinc.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until received.

6. Agreement Documents. Contractor agrees to complete all work in accordance with the Agreement Documents. The term "Agreement Documents" shall include all the terms and conditions and Work requirements contained in this Agreement, on Owner website(s), and the following documents, all of which taken together are incorporated herein and form the Agreement Documents. The Agreement constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The terms and conditions of the RFQ is incorporated herein and made a part of this Agreement, together with the Owner's Contractor General Conditions. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Agreement Documents. For convenience sake, all of the Agreement Documents are not be attached to Agreement, but the indicated documents make up the Agreement Documents and are incorporated into the Agreement, regardless of whether they are attached.

7. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

8. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to

achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

9. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the breach so waived and shall not be deemed to waive any other breach under this Agreement.

10. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes, and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.

11. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement, the warranties and representations in the Contract Documents. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current RFQ Responseder's Qualifications Statement/Statement of Business Organization.

12. Termination. Owner may terminate this Agreement upon written notice to Contractor. Contractor's sole remedy upon such termination is to receive payments due under this Agreement for outstanding Service Request performed through the date of termination, which Service Requests terminate with the termination of the Agreement.

13. Allotment of Service Requests to Contractor. Owner, through its designated representative, shall, in its sole discretion, issue Service Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Service Requests. Owner retains the right to utilize other contractors or otherwise RFQ Response and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Service Requests.

14. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. To the extent Chapter 558, Florida Statutes, is applicable, the parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes. Venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in Martin County, Florida.

15. Availability of Funds. This Agreement is conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of Owner. If funding for this Agreement is in multiple years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of

contracts with a term of more than one (1) year, but any contract so made will be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, Owner may terminate this Agreement upon notice to Contractor.

16. Scrutinized Companies List. Pursuant to Section 787.135, Florida Statutes, Contractor represents that it is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Agreement Price is $1,000,000 or more, Contractor represents that neither Contractor nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violations of this section may result in termination of the Agreement and recovery of all monies paid to Contractor under the Agreement.

17. Federal Labor/Employment Laws. In accordance with Section 255.20, Florida Statutes, Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding the subjects such as safety, tax withholding, workers' compensation, reemployment assistance of unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws with the past five (5) years.

18. Prohibited Persons. Neither Contractor nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Contractor) is or will be an entity or person(i) that is lists in the Annex t, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, http://www.treas. gov/offices/enforcement/ofac/sdn/t11sdn.pdf), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224, (iv) is subject to sanction of the United States Government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224, or (v) who is otherwise affiliated with any entity or person listed above (and all parties described in clauses (i) – (v) above are herein referred to as a "Prohibited Person".)

19. E-Verify/Verification of Employment Status. As required by Section 448.095(2)(a), Florida Statutes, Contractor represents to Owner that Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. Contractor must provide documentation of its compliance with this requirement to Owner upon Owner's request. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit that the subcontractor does not employ an unauthorized alien. Contractor must maintain a copy of such affidavit(s) for the duration of the contract. Contractor must provide documentation of its subcontractors' compliance with this requirement to Owner upon Owner's request. Contractor agrees that its violation of this section will be grounds for the unilateral termination of the contract by Owner, which termination is not a breach of contract.

20. Public Records.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN CLERK, WHO IS OWNER'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the Town Clerk
Town of Jupiter Island
2 S.E. Bridge Road
Hobe Sound, Florida 33475
772-545-0100
kkogos@tji.martin.fl.us

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of date signed by Owner (the "Effective Date).

Town of Jupiter Island, Florida

By: _____
Whitney D. Pidot
Its Mayor
Date: 3/22/2023

Town Clerk

(TOWN SEAL)

Florida Technical Consultants, LLC

By: _____
James Barton, P.E.
Its President

Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

Professional Services Fees

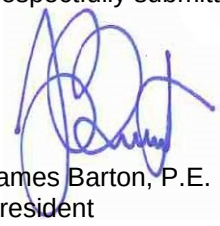
January 1, 2023

Florida Technical Consultants Fee Schedule 2022 - 2028

Position	Rate Oct 2022 – Sept 2024	Rate Oct 2024 – Sept 2026	Rate Oct 2026 – Sept 2028
Principal	$160	$165	$170
Project Manager	$150	$155	$160
Senior Professional Engineer	$145	$150	$155
Project Engineer	$140	$145	$150
Senior GIS Analyst	$135	$140	$145
Construction Services Manager	$130	$135	$140
Project GIS Analyst	$125	$130	$135
Junior Engineer	$125	$130	$135
GIS Specialist	$115	$120	$125
CAD Technician	$115	$120	$125
GIS Technician	$105	$110	$115
Clerical	$65	$70	$75

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at **jbarton@fltechinc.com**.

Respectfully submitted,



James Barton, P.E.
President
Florida Technical Consultants

ADVERTISEMENT
RFQ 2023-02

REQUEST FOR QUALIFICATIONS (RFQ)
SMRU CONTINUING GEOGRAPHIC INFORMATION SYSTEM (GIS) CONSULTING SERVICES

Town of Jupiter Island
Kimberly Kogos– Town Clerk
2 Bridge Road
Hobe Sound, FL 33455

Phone: 772-545-0100
Fax: 772-545-0188
kkogos@tji.martin.fl.us

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiations Act (CCNA), the Town of Jupiter Island, Florida ("Town") is soliciting a Request for Qualifications (RFQ) to provide Professional Services for:

SMRU Continuing GIS Consulting Services

The Town owns and operates The South Martin Regional Utility ("SMRU") located in southeast Martin County, Florida. The Town announces that professional qualifications are requested from consulting firms ("Consultant(s)") for **CONTINUING GIS SERVICES**, for the SMRU distribution, collection, Water Treatment, Wastewater Treatment and Reuse Facilities. The requested continuing professional services include, but are not limited to, the following:

- Update existing GIS desktop utility map and existing web-based utility map to include all pertinent as-built information including manhole structure, pipeline, valve, water and sanitary service line, water meter, backflow preventer, fire hydrant, lift station and well data
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Provide training to the respective SMRU personnel
- Special work orders for the development of GIS layers for various applications

Sealed responses shall be delivered to the Town Clerk at the above address until **2:00PM** local time, on **January 4, 2023. Envelopes shall be labeled RFQ 2023-02.**

The Town of Jupiter Island is an equal opportunity/affirmative action employer.

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SCOPE OF SERVICES

The Consultant shall perform, as needed, continuing GIS consulting services for SMRU's entire utility system and service area. The applications for which consulting services will be needed will require close and frequent liaison with the SMRU Director and Administrative Team. Projects may include, but are not limited to, the following:

- Update and Correct Existing Data
  - Update existing GIS desktop utility map and existing web-based utility map to include all provided as-built information including pond, manhole structure, pipeline, valve, water and sanitary service line, water/ IQ meter, backflow preventer, fire hydrant, lift station and well data
  - Attributes to be added/ verified include:
    - Boundaries
      - Service Area boundaries
      - Neighborhood/ Subdivision Boundaries
      - Municipal Boundaries
    - Pipelines:
      - Material (Pipe & Casing)
      - Year Constructed/ Rehabilitated
      - Diameter (Pipe & Casing)
      - Abandoned vs in service
      - Flow Directions
      - Main break locations & year
      - Valve locations, type
      - Chlorine residual data
    - Utility Easements - O.R. book & Page #
    - Manhole/ Cleanout
      - Rim & Invert elevations
      - Year Constructed/ Rehabilitated
    - Fire Hydrant
      - Number
      - Flow rating & recent test flow data
    - Lift Station
      - Number
      - Public VS Private
      - Pump information & design flow rate
      - Wetwell Depth & influent/ effluent pipe data
      - Contributing areas/ cascading station information
    - Backflow Prevention Devices
      - Year Installed
      - Type/ size
      - Certification # & Date

  - Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
  - Provide hyperlinks to as-builts on desktop utility map
  - Maintain existing GIS map (desktop & web based) with new development project as-builts, and with field corrections from SMRU staff

- Training
  - Provide training to the respective SMRU personnel
- Other work orders
  - Special work orders for the development of GIS layers for various applications
  - Evaluation of existing GIS system, and recommendations for future applications & improvements

It is the intent of the Town to select the top ranked firm for this solicitation. The Town reserves the right to select more firms if qualifications merit.

It is the intent of the Town that the agreement will have a term of four (4) years with two (2) one-year renewal option for a total of six (6) years. No representation or guarantee is made by the Town as to the minimum or maximum dollar value, volume of work, or type of work that any Consultant will receive during the term of any agreement.

After technical selection is completed, the Consultant(s) will be asked to submit labor classifications, fully burdened labor rates and rates for other expenses

Upon negotiation and award of contract, the Town will issue individual Task Orders for projects on as needed basis. Task Order quotes and invoices shall, at a minimum, include labor classifications, hours, rates, and any other direct costs (material, travel, etc.), indirect costs and profit/fee. Reimbursable expenses for unforeseen items and quantities shall be based upon prior approval of the project manager for actual and reasonable costs subsequently supported by invoices.

CRITERIA FOR SELECTION OF FIRMS *

Criteria	**Point Value**
Professional Qualifications, Experience	0-30
Past Relevant Project Performance	0-35
Location of Primary Firm (In Martin County = 10, In St. Lucie or Palm Beach County = 8, In State of Florida = 5, Outside Florida = 0)	0-10
Certified Minority Business, Disadvantaged Business Enterprise or Small Business Enterprise, primary firm (Yes=2, No=0)	0 or 2
Recent, current & projected workloads	0-8
Willingness, ability, past performance record to meet time & budget requirements	0-15
Total Points	**0-100**

*The selection committee will independently review the submittals and decide by consensus, based upon capabilities, adequacy of personnel, past record, and experience of the firm or individual, which firms will be shortlisted and interviewed for consideration of contract award. Shortlisted firms may be interviewed and/or allowed time for a brief presentation and the criteria above will be used to rank the firm.

Selection Committee Members
Stuart Trent – Town of Jupiter Island/SMRU
Dave Thomas – SMRU
Kevin Carey – SMRU
John Duchock – Town of Jupiter Island

FORM OF SUBMITTAL

1. Submittal to be provided in the order below:

    a. Cover letter / statement of interest (***including e-mail address of person to be notified of addenda, communication, or award),*** duly signed by an authorized corporate officer, principal, or partner. Include physical address of primary firm. (*2-page limit*)
    b. Professional qualifications of firm (*3-page limit*).
    c. Professional qualifications of specific individuals assigned to the key components of the project (*1 page per person, 5 maximum*).
    d. List and description of relevant projects performed in the last four years – complete form provided (7-*page limit*).
    e. Certified minority business enterprise or DBE/SBE status *(provide copy of certificate).*
    f. Statement of recent, current and projected workload relative to firm's ability to complete tasks in a timely manner *(1 page limit).*
    g. Statement of firm's willingness to meet the time and budget requirements of tasks *(1 page limit).*
    h. Disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Include a notarized statement certifying that no member of your firm ownership, management or staff has a vested interest in any aspect of or Department of the Town of Jupiter Island *(1 page limit).*

3. Consultants that do not comply with all the above instructions or do not include all the requested data may not be considered and may be returned to submitter as non-responsive.

4. Six (6) paper original and one (1) electronic copy of submittal on CD in PDF format to be submitted. Paper submittal shall be bound by staple or binder clip and shall consist of paper only.

ADDITIONAL INFORMATION

1. Cone of Silence. The Town prohibits any discussion by a consultant or sub consultant with Selection Committee members or any other employee regarding this Contract outside the Town Clerk including but not limited to the Town's Administration and Town Commissioners about the project during the selection process from the time of advertisement until contract award except during public meetings. Violation of this policy shall result in disqualification of the vendor.

2. Contract. The successful Consultant shall be required to execute the Contract included with this RFQ and be able to provide the required insurance. Consultants not able to do this should not submit an RFQ.

3. All questions concerning this selection process or this document, and protests, or appeals of the decision of the Selection Committee must be addressed in writing to the Town Clerk and e-mailed to kkogos@tji.martin.fl.us or faxed to 772-545-0188. Questions shall be received no later than ten (10) calendar dates prior to the response opening date. All questions will be answered via formal addenda in writing to all interested parties via email.

4. The Town reserves the right to reject all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the Town. Cost of the submittals is considered an operational cost of the Consultant and shall not be passed on to or borne by the Town. All submittals shall become public records upon receipt by the Town.

5. Submittals may be withdrawn prior to Submittal due date by written or faxed request dispatched by the Consultant and received by the Town Clerk before the time for receiving Submittals has expired.

6. The Town reserves the right to request clarification of information submitted and to request additional information of one or more Consultants after the deadline for receipt of Submittals.

7. Costs for preparation of a response to this request are solely those of the Consultant and the Town assumes no responsibility for any such costs incurred by the Consultant. The Town will not be liable for any costs incurred by the Consultant prior to execution of the contract by the parties.

8. Submittals shall be on letter sized paper and shall be printed with a minimum 12-point font.

9. Consultants are instructed NOT to fax their submittal. Faxed submittals shall be rejected as non-responsive.

10. Consultants must indicate on the outside of their envelope the following:
    - RFQ Number & Name
    - Date and time of opening
    - Name and address of consultant

11. No oral interpretation of this RFQ shall be considered binding. The Town shall be bound only when such statements are written and executed under the authority of the Town Clerk. Any and all interpretations and any supplemental instructions will be in the form of written addendum, which, if issued, will be sent by mail and/or faxed and emailed to all registered Consultants at the respective points of communication furnished for such purposes. A copy may be obtained from the Town Clerk where the documents are to be distributed. Failure of any Consultant to receive such addendum shall not relieve said Consultant from any obligation under the RFQ submitted. All addenda issued shall become part of the Contract Documents.

12. All Submittals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. When a firm is a Consultant, the RFQ shall be signed in the name of the firm by one or more of the partners. When a corporation is the Consultant, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the RFQ as agent must file with it legal evidence of the signature authority. Consultants who are nonresident corporations shall furnish to the Town a certified copy of their permit to transact business in the State of Florida along with their RFQ.

13. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.

14. The Consultant understands that this RFQ does not constitute an agreement or contract with the Consultant. Town contracts are awarded only when a fully executed written agreement has been returned to the Consultant by the Town.

15. Any Consultant who presents in its RFQ to the Town, any information which is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

16. The recommended shortlist of firms will be posted for review by any interested parties at the office of the Town Clerk.

17. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the RFQ documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

18. It is the policy of the United States, the State of Florida, or the Town that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUB Zone small business concerns, small, disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.

19. It is the intent of this solicitation to secure services to be used by the Town. However, by proposing, the Consultant may accept purchases by other Florida Governmental agencies from this proposal. The successful proposer(s) and the other requesting Governmental agency shall handle any such purchases separately. As such, purchases or contracts with other Governmental agencies shall not apply to the Town's contract limits. The Town assumes no liability for materials or services ordered by any other Governmental agency by virtue of this proposal.

20. The successful proposer(s) will be required to monitor the performance of his employees on a periodic basis while they are assigned to the Town. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

21. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list following a conviction for Public Entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount in Section 287.017, for category two for a period of thirty-six months from the date of being placed on the convicted vendor list". Questions regarding this statement should be directed to Bureau of State Procurement (904) 488-8131.

Village of Palm Springs

Executive Brief

AGENDA DATE: October 10, 2024

DEPARTMENT: Utilities

ITEM #9: Approve Geographic Information System Services - Piggyback - All Departments (FY 2025 Budget Funded - General Fund/Water& Sewer Enterprise Fund) - Florida Technical Consultants, LLC.

SUMMARY: Various Village of Palm Springs departments need continued Geographic Information System (GIS) services. The services include adding GIS data, such as easements, boundaries, as-builts, pipelines, lift stations, and fire hydrants, and updating and correcting existing GIS data.

For the lowest possible price, the staff recommends that the Village piggyback off the current Town of Jupiter Island contract awarded to Florida Technical Consultants, LLC. completed through a competitive selection process - Geographic Information System Consulting Services (RFQ 2023-02).

If approved, the Village would accept Florida Technical Consultant, LLC.'s pricing by piggybacking the Town of Jupiter Island's contract, including all terms, conditions, and pricing. The proposed agreement would expire on February 22, 2027, and has two (2) additional one (1) year renewal options. The Village will only expend 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.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods or services from any State of Florida contract; agreements of any Florida political subdivision or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods or services were competitively solicited.

The Village Attorney prepared the proposed agreement, and the Utilities Director, Planning Zoning & Building Director, Assistant Utilities Director, and Finance Director reviewed it.

The Village has worked with the proposed vendor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support services under this proposed agreement is available within the FY 2025 Budget Various Depts as follows: General Fund (01224-53400) $100K, (01229-53400) $4,200 (01441-53400) $5,000 & Water/Sewer Enterprise Fund (41336-53400) $35K.

ATTACHMENTS:

1. Proposed Resolution No. 2024-52 - Piggyback - Geographic Information System Services - Florida Technical Consultants, LLC

2. Agreement for Goods and Services - Florida Technical Consultants - Village-Wide Usage
3. Florida Technical Consultants - Approval to Piggyback
4. Town of Jupiter Island - Agreement
5. Town of Jupiter Island - Request for Qualifications

Res No. 2024-52 FTC Agreement

Final Audit Report 2024-10-15

Created:	2024-10-11
By:	Kimberly Wynn (kwynn@vpsfl.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWwJ3QUxOZmEjjELtHzzb1zki-wGypdOJ

"Res No. 2024-52 FTC Agreement" History

Document created by Kimberly Wynn (kwynn@vpsfl.org)
2024-10-11 - 8:16:10 PM GMT- IP address: 151.132.2.218

Document emailed to bsmith@vpsboards.com for signature
2024-10-11 - 8:19:10 PM GMT

Document emailed to christy@torcivialaw.com for signature
2024-10-11 - 8:19:10 PM GMT

Document emailed to jworth@vpsfl.org for signature
2024-10-11 - 8:19:11 PM GMT

Document emailed to James Barton (jbarton@fltechinc.com) for signature
2024-10-11 - 8:19:11 PM GMT

Email viewed by bsmith@vpsboards.com
2024-10-11 - 8:25:28 PM GMT- IP address: 76.128.84.156

Signer bsmith@vpsboards.com entered name at signing as BEV SMITH
2024-10-11 - 8:26:24 PM GMT- IP address: 76.128.84.156

Document e-signed by BEV SMITH (bsmith@vpsboards.com)
Signature Date: 2024-10-11 - 8:26:26 PM GMT - Time Source: server- IP address: 76.128.84.156

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2024-10-11 - 8:37:48 PM GMT- IP address: 104.47.64.254

Signer jworth@vpsfl.org entered name at signing as Jane R. Worth
2024-10-11 - 8:38:55 PM GMT- IP address: 151.132.2.218

Document e-signed by Jane R. Worth (jworth@vpsfl.org)
Signature Date: 2024-10-11 - 8:38:57 PM GMT - Time Source: server- IP address: 151.132.2.218

Email viewed by James Barton (jbarton@fltechinc.com)

2024-10-14 - 2:14:41 PM GMT- IP address: 99.31.168.105

Document e-signed by James Barton (jbarton@fltechinc.com)

Signature Date: 2024-10-14 - 2:15:05 PM GMT - Time Source: server- IP address: 99.31.168.105

Email viewed by christy@torcivialaw.com

2024-10-15 - 7:08:20 PM GMT- IP address: 173.162.99.81

Signer christy@torcivialaw.com entered name at signing as Christy Goddeau

2024-10-15 - 7:09:00 PM GMT- IP address: 173.162.99.81

Document e-signed by Christy Goddeau (christy@torcivialaw.com)

Signature Date: 2024-10-15 - 7:09:02 PM GMT - Time Source: server- IP address: 173.162.99.81

Agreement completed.

2024-10-15 - 7:09:02 PM GMT

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Public Works

ITEM #4: Authorization for an Agreement with Advanced Control Corporation, Inc.

SUMMARY: The HVAC Building Management System (BMS) at Village Hall is original to the facility and has reached the end of its useful life. The BMS is responsible for regulating air temperature throughout all offices, hallways, and common areas, ensuring proper climate control and occupant comfort. Due to the age and obsolescence of the existing system, a full upgrade is necessary to maintain efficient and reliable operation. The upgrades were budgeted in the FY26 approved budget by council.

Advanced Control Corporation, Inc. is identified as a single-source provider based on existing service agreements with the Village. Approval of this agreement will authorize Advanced Control Corporation, Inc. to furnish and install new control devices and controllers, fully upgrade and modernize the system to current technology standards, at a cost not to exceed $81,938.00.

FISCAL IMPACT:
The funds to support the not-to-exceed amount of $81,938.00 are available from account 01441-56400 as identified in the FY26 Budget.

ATTACHMENTS:
1. Contract for Minor Construction ACC for BMS 10.15.2025
2. Village of Palm Springs Village Hall BMS Modernization v1.1(Full)

CONTRACT FOR MINOR CONSTRUCTION
(Not To Exceed $200,000)

THIS CONTRACT FOR MINOR CONSTRUCTION ("Contract") is entered on this ___ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation with its primary office located at 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and **Advanced Control Corporation**, **Inc.**, a Florida corporation with its primary office located at 6001 NE 14th Avenue, Ft. Lauderdale, FL 33334 ("Contractor").

WHEREAS, the Village is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the Village relies on an existing HVAC building management system to monitor, manage, and control its HVAC building systems; and

WHEREAS, the Village desires to update its existing HVAC building management system with a new system that will provide access to modern features and make the system more efficient ("**Project**"); and

WHEREAS, the Village has utilized the Contractor in the past to install and maintain the HVAC building management system for Village Hall and the Village police department building; and,

WHEREAS, the Contractor is familiar with the Village's building systems and has provided exceptional services in the past to operate and maintain said building systems; and

WHEREAS, the Contractor submitted a proposal to construct the Project as described in the Contractor's proposal, which proposal is attached hereto as **Exhibit "A"**; and

WHEREAS, Village staff has reviewed the Contractor's proposal and recommends accepting the Contractor's proposal as both a Village Standard and Best Interest Acquisition exempt purchase; and

WHEREAS, the Contractor further warrants that it is experienced and capable of completing the Project required herein in a professional and competent manner; and

WHEREAS, the Village finds entering this non-exclusive Contract with the Contractor to complete the Project as described herein serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the Contractor's proposal(which is attached hereto as **Exhibit "A"**); and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Village, in writing, within five (5) business days and before proceeding shall obtain a

written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Village will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders
Second Priority:	This Contract
Third Priority:	Contractor's proposal (Exhibit "A")

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Village Manager or designee, Village of Palm Springs, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Procurement Code).

1.3 Contract Price. The total Contract Price is **$81,938.00 (Eighty-One Thousand Nine Hundred Thirty-Eight Dollars).** The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor performing the work under this Contract unless the Contractor receives prior written approval from the Village's Contract Administrator. The Contract price shall be payable in accordance with paragraph 3 of this Contract.

1.4 Work. The Work under the Contract Documents shall consist of all goods and services set forth in the Contractor's proposal (Exhibit "A").

Article 2. CONTRACT TIME; PUNCH-LIST; LIQUIDATED DAMAGES.

2.1 Substantial completion of the Work shall be within 60 **calendar days** from the notice to proceed or Village issued purchase order. Final completion of all Work and all punch-list items (if any) shall be within 75 **calendar days** from the notice to proceed or Village issued purchase order.

2.2 At least ten (10) days prior to reaching substantial completion, the Contractor shall create a proposed punch-list of items that must be completed by the Contractor prior to submitting its final payment request. The Contractor's proposed punch-list must include all items of Work which remain to be completed and the estimated cost to complete each Work item on the list. Upon receipt of the Contractor's proposed punch-list, the Village will have ten (10) days to review, make modifications, or agree to the proposed punch-list. If the Village does not make any modifications to the Contractor's proposed punch-list within ten (10) days of receipt, the proposed punch-list will be deemed accepted by the Village. The Village's Contract Administrator or designee will resolve any disputes in the punch-list and determine the final punch-list for the parties no later than 30-days from the date the Contractor is determined to have reached substantial completion. Once the punch-list is accepted by the Village and finalized by the Village's Contract Administrator or designee, the final punch-list will be delivered to the Contractor. Thereafter, the Contractor will have thirty (30) days to complete all items on the finalized punch-list and all Work (unless additional time is provided in accordance with the Contract Documents for final completion). The failure of either party to include any corrective work or pending items on the finalized punch-list does not alter the responsibility of the Contractor to complete all construction services in accordance with the Contract Documents (or applicable work order). The Contractor's proposed punch-list and

responses by the Village may be by informal written notice by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement. Proof of delivery shall be kept by the party providing the informal written notice to the other party.

2.3 **Liquidated Damages. The Village and Contractor recognize that time is of the essence of this Contract and that the Village will suffer financial loss if the Work described in the Contract Documents is not completed within the times specified in paragraph 2.1 above. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the Work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village Two Hundred Fifty Dollars ($250.00) for each day that expires after the times specified in paragraph 2.1 above.**

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all Work completed and in place in the prior month and all materials installed for the Project. The invoices shall be consistent with the Contractor's proposal (Exhibit "A"). The Contractor's invoices shall be submitted to:

Village of Palm Springs
Attn: Finance Department
226 Cypress Lane
Palm Springs, FL 33461

The Village's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved by the Village's Contract Administrator or designee, the Village will make payment in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes (2025). If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 The Village shall retain 5% of Contractor's invoice until final completion of the Project. All goods and materials paid for in whole or in part by the Village shall become property of the Village and the Contractor shall have no security interest or other possessory interest in any goods or materials paid for in whole or in part by the Village.

3.3 **CHANGE ORDER FOR CHANGE IN CONTRACT PRICE (REQUESTED BY THE VILLAGE).**

3.3.1 Pursuant to section 218.755, Florida Statutes (2025), for any Change Order(s) where there is an addition and/or revision in the Work that increases the Contract Price and said addition and/or revision is requested by the Village, the Contractor shall complete the Change Order form (attached as **Exhibit "B"** hereto and incorporated by reference), execute the form, and submit the form to the Village's Contract Administrator with all supporting documentation attached. The supporting documentation shall include any price quote(s) or other documentation establishing the increase in the Contract Price (and any related

extension of the Contract Time), the cost of the additional Work and/or revised Work, the Contractor's Fee (if applicable), and all necessary documents for permitting including, but not limited to, engineered drawings, specifications, and product approvals.

3.3.2 Upon receipt of the completed and executed Change Order form from the Contractor with the supporting documentation, the Village's Contract Administrator or designee will review the same and either deny the Change Order or process the Change Order for approval. **The Village will send a written notice to the Contractor within thirty-five (35) days after receipt of the properly completed and executed Change Order form as to whether the same has been approved or denied.**

3.3.3 If the Change Order is denied, the Village will specify in the written notice to the Contractor any alleged deficiencies in the Change Order and the actions necessary for the Contractor to remedy the same. If the Village timely notifies the Contractor that a Change Order is denied (or the Change Order form submitted by the Contractor otherwise fails to conform to all statutory requirements or the requirements set forth herein), the Contractor may resubmit the completed and executed Change Order form after all deficiencies have been corrected and the timeframe set forth herein for the Village's written notice of approval or denial will start anew.

3.3.4 If the Change Order is approved, the Contractor shall include the additional and/or revised Work covered by the Change Order in the appropriate pay application for payment consistent with this Agreement.

3.3.5 If the Village fails to provide a timely written notice to the Contractor as set forth in this paragraph and the Change Order form is properly submitted, completed, and executed by the Contractor as required by this Agreement, the Change Order will be deemed approved and the Contractor shall be paid for the additional and/or revised Work covered by the Change Order once the additional and/or revised Work is completed.

3.3.6 The Contractor shall submit the completed and executed Change Order form to the Village's Contract Administrator or designee by: (1) email (with delivery receipt requested and received); (2) hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.7 The Village shall send the Village's written notice required in this paragraph to the Contractor by: (1) email (with delivery receipt requested and receipt received); (2) by hand-delivery (with proof of hand-delivery); (3) by certified mail (RRR); or, (4) by national overnight courier utilizing the contact information set forth above in this Agreement.

3.3.8 All Contractor proposed Change Orders or Change Orders for only an increase in the Contract Time shall be handled as agreed upon between the Village's Contract Administrator or designee and the Contractor. However, all Change Orders shall include the following language:

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

3.4 Final Payment. Upon final completion and acceptance of all of the Work in accordance with the Contract Documents (including all punch-list items) and final inspection by the Village, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. The FINAL invoice shall include a request for payment of all retainage. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.

3.5 Notwithstanding the foregoing, the Village shall not be required to pay the Contractor or release any amount of retainage to the Contractor that is subject of a good faith dispute, the subject of any claim by the Contractor or anyone employed by or utilized by the Contractor for the Project, or otherwise the subject of a claim or demand by the Village.

3.6 Acceptance of final payment by the Contractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS AND INDEPENDENT CONTRACTOR.

There are no identified subcontractors for the Project. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the work required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the work shall be fully qualified and authorized or permitted under federal, state and local law to perform such work.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information

or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 If applicable, the Contractor has given the Village Contract Administrator written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the Contract Documents and the written resolution thereof (if any) by the Village is acceptable to the Contractor.

Article 6. INDEMNITY, INSURANCE AND WARRANTY.

6.1 Notwithstanding any provision in the Contractor's proposal attached hereto as Exhibit "A", the Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its commissioners, 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.

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.

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 Statues. 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.

6.2 In addition, the Contractor will indemnify, defend, and hold harmless the Village and settle at its expense any claim or suit brought by a third party against the Village arising out of a claim asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by the Contractor under the Contract Documents infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The Contractor will indemnify and hold harmless the Village against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the Contractor is promptly notified in writing of such claim or suit after the Village receives written notice of the same, (ii) the Contractor will have the sole control of the defense and settlement thereof, and (iii) the Village furnishes the Contractor, on reasonable request, information available to the Village for such defense. The Village will not admit any such claim without prior consent of the Contractor.

6.2.1 In the event of a claim of infringement, the Contractor shall, at its option:

(a) procure for the Village the right to continue using the deliverables provided under this Contract and Contract Documents; or
(b) replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.

If neither of the above actions is reasonably feasible, the Contractor will refund to the Village the fee actually paid by Village under the Contract and Contract Documents (as amortized on a straight-line basis over the time in which the Village was able to use the deliverables).

6.2.2 The Contractor will have no obligation under this section for infringement if and to the extent that such claim arises from:

(a) modification of the deliverables other than by the Contractor or by its recommendation; or
(b) combination of the deliverables with products other than those supplied by the Contractor;
(c) the alleged infringement or misappropriation relates to such modification or combination; and/or the specifications or written direction of the Village directs the Contractor to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with Contractor's products, services, or work product.

6.2.3 The Contractor will also not have any indemnification obligation with respect to a claim: (i) if it has provided the Village with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by the Village within a reasonable time or (ii) arising out use of the deliverables not in accordance with this Contract or the Contract Documents.

6.3 The Contractor's obligation to indemnify, defend, and hold harmless as set forth herein shall remain in effect and shall be binding upon the Contractor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of this Contract or the Contract

Documents.

6.4 Prior to commencing any work, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

Type of Coverage	Amount of Coverage
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Cyber and Privacy Liability Insurance	$1,000,000 per occurrence
Worker's Compensation	$ statutory limits

The commercial general liability and automobile policies will name the Village as an additional insured on primary, non-contributory basis and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

6.5 Contractor hereby waives any and all rights to subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree 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 a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.6 Unless the Contractor's proposal or the applicable manufacturer provides a longer warranty period, the Contractor warrants and guarantees to the Village that all Work provided under the Contract Documents and all materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the final completion of the Work. The Contractor shall provide the Village any and all manufacturers' warranties for the goods and services being provided under the Contract Documents. The Contractor agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement.

Article 7. INDEPENDENT CONTRACTOR.

No relationship of employer or employee is created by this Agreement, it being understood that Contractor will act hereunder as an independent contractor and none of the Contractor's, officers, directors, employees, independent contractors, representatives or agents performing services for

Contractor shall have any claim under the Contract Documents or otherwise against the Village for compensation of any kind. The relationship between the Village and Contractor is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

Article 8. FORCE MAJEURE.

Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, epidemics, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Contractor or the Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, the Contractor or Village shall resume its performance as soon as is reasonably possible. Upon the Contractor's request, the Village shall consider the facts and extent of any failure to perform the work and, if the Contractor's failure to perform was without its fault or negligence, the schedule may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the work at any time. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. Failure to timely provide notice of any delay shall waive the delay until notice is properly provided in accordance with this provision and the Contract.

Article 9. TERMINATION.

9.1 **TERMINATION BY VILLAGE:** The Village may terminate the Contract and the Contract Documents if the Contractor:

- **(a)** refuses or fails to supply enough properly skilled workers or proper materials;
- **(b)** fails to timely prosecute the work or any portion thereof;
- **(c)** disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- **(d)** takes action, short of declaring bankruptcy, evidencing insolvency;
- **(e)** fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- **(f)** otherwise is in breach of a provision of the Contract Documents.

If any of the above exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- **(a)** take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,
- **(b)** finish the Work by whatever reasonable method the Village may deem expedient.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

9.2 **TERMINATION BY THE VILLAGE FOR CONVENIENCE**

The Village may, at any time, terminate the Contract and Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

(a) cease operations as directed by the Village in the notice;
(b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and
(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing orders and enter into no further orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for all Work executed and materials in place and reasonable demobilization costs (if any). The Village shall not be liable to the Contractor for any loss of profit, liquidated damages, penalties, or any other indirect or consequential costs or damages.

9.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 9.2, IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE CONTRACTOR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR PUNITIVE DAMAGES, NOR FOR LOST REVENUES, SALES, OR PROFITS, OR DAMAGES FOR BUSINESS INTERRUPTION REGARDLESS OF THE CONTRACTOR'S THEORY OF LIABILITY.

Article 10. MISCELLANEOUS.

10.1 The Village and Contractor 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.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Village's prior written approval. The Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, Contract Time, or change orders

10.3 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 Articles are to the Articles of this Contract. 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.

10.4 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.

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract

Documents) 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.

10.6 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.

10.7 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.

10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

10.9 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.

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Commission.

10.11 Public Records**:** 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:

(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 Contractor 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 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 CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL SENT TO THE PALM SPRINGS VILLAGE, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.12 Preparation & Remedies: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. No remedy herein conferred upon any party or 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. Each party reserves to itself all remedies available under applicable law and there shall be no limitation on actions except as provided under Florida law.

10.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Village. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

10.15 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND**

VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS.

10.16 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

10.17 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor will assign to the Village all right, title and interest in and to Contractor's copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor the right and/or limited license to use a portion of the Documents prepared by the Contractor in future projects of the Contractor with said right and/or limited license to use a portion at Contractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Village's sole risk and without liability to the Contractor.

10.18 COMPLIANCE WITH SECTION 787.06**.** By executing this Contract before a notary public and taking an oath under the penalty of perjury, the Contractor attests and warrants that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2025).

10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.20 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and its affiliates 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.

10.21 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it is not participating in a boycott of Israel. Village and Contractor agree that the Village will have the right to terminate the Contract Documents if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10.22 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

10.23 Except as otherwise provided herein, any formal notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as to the parties' primary office location provided at the outset of this Contract. Either party may amend this notice provision by written notice to the other party.

10.24 By executing this Contract, on behalf of the Contractor, the undersigned hereby warrants and represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the Contractor for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

10.25 DATA PROTECTION. The Contractor acknowledges that under this Contract and the Contract Documents that the Village is authorizing the Contractor to access and/or receive certain Village systems and/or networks which may contain data that is personal, private, and/or confidential ("Village Data") to perform the Work required under the Contract Documents. In order to ensure that the Village Data is protected, the Contractor agrees on behalf of itself, its employees and agents, who may have access to the Village Data and/or receive the Village Data, that the Village Data will not be stored, copied, analyzed, monitored, or otherwise used except for the sole purposes of performing the Works required under the Contract Documents. The Contractor agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the Village Data, including without limitation all personally identifiable information ("PII") and data privacy with respect to any such Village Data. The Contractor will protect all Village Data, including but not limited to PII, and will not use, disclose, or transfer such Village Data except as necessary to perform the Work under the Contract Documents or as specifically authorized by applicable law. To the extent that Contractor receives or has access to any Village Data with PII related to or arising from the performance of the Work, the Contractor will protect the privacy and legal rights of Village's personnel, clients, customers, and agents.

10.26 INFORMATION SECURITY BREACH NOTIFICATION. The Contractor agrees to notify the Village within two (2) business days in writing of any discovery by the Contractor of any breach or suspected breach of the provisions of this Contract with regards to Village Data or any loss or unauthorized use, disclosure, acquisition of, or access to any Village Data which the Contractor becomes aware of (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect and potential effect on the Village and any of its personnel, clients, customers, and agents, if known, of the Data Breach, and the corrective action taken or to be taken by the Contractor to safeguard the Village Data and to prevent any further Data Breaches. The Contractor shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with the Village in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. The Contractor agrees to be fully responsible for and liable for any costs, expenses (including reasonable attorney's fees) and penalties assessed against the Village due to any Data Breach.

10.27 CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party ("Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no

act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

10.28 EXPORT ADMINISTRATION. Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

IN WITNESS WHEREOF, the Village and Contractor have caused this Contract for Minor Construction to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Christy Goddeau, Village Attorney

CONTRACTOR: **Advanced Control Corporation**, **Inc.**

By: _____
Print Name: _____
Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of **Advanced Control Corporation**, **Inc.**, 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 take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Advanced Control Corporation**, **Inc.**, to the same.

_____
Notary Public Signature

[Notary Seal]

EXHIBIT "A"
(Contractor's Proposal – seven pages)

ADVANCED CONTROL CORPORATION

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Village of Palm Springs Village Hall

226 Cypress Ln, Palm Springs, FL 33461

EcoStruxure™ Building Operation BMS Modernization VH

Document Revision History

Version	Release Date	Author(s)	Reason for Change
1.1	9-29-2025	Kyle York	Proposal with Updated Pricing

Project Description: Building Management System **Type:** Building Automation System Controls

Introduction

Advanced Control Corporation (ACC) is pleased to present this proposal for an EcoStruxure™ Building Operation (EBO) Building Management System (BMS) modernization.

The existing Andover Controls Continuum network of controllers has been in operation since the building's original construction and has consistently demonstrated reliability over the years. These legacy products can now be seamlessly migrated into Schneider Electric's state-of-the-art EcoStruxure™ platform, enabling access to modern features such as mobile applications, open system architecture, IoT integration, and web-based graphics.

Importantly, the current physical controllers remain fully functional and will continue to operate as part of the system, allowing you to leverage your original investment while gaining the advantages of the latest technology. Should you choose to upgrade all components of your system to align with today's optimal standards, the enhancements will improve communication speed, efficiency, and overall reliability. Price option included down below.

The following is included in this proposal:

- EBO controllers
- Software programming and graphics
- Engineering, submittals, and as-built drawings
- BAS/DDC wiring
- System commissioning services
- One (1) year warranty on new devices and services

Goals

- Modernize the existing building management system with the installation of new EcoStruxure™ Building Operation next-generation edge level (master) controllers.
- Migrate the system to the EcoStruxure™ Building Operation platform including graphics and GUI support. EcoStruxure™ Building Operation software is the edge control heart of the EcoStruxure Building system to monitor, manage and control building systems.
- Modernize the building management system's HVAC for Air Handling Units (AHUs) and Variable Air Volume Boxes (VAVs) by replacing the sensors and controllers associated to each in steps or all at once, customer's choice.
- Eliminate the risk of decreasing system performance due to legacy/aging technology.
- Take advantage of new features, speed, performance, etc.

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Scope of Work

Base Upgrade with Controller Replacement:

Advanced Control Corporation (ACC) shall:

- Furnish and install one (1) CAT6 network riser to connect all controllers in the system.
- Furnish and install one (1) EBO Automation Server (AS-P), power supply and network repeater for the Building Management System (BMS). Includes programming and configuration for integration to the building Ethernet system network or its own standalone network.
- Programming and integration of the current building management system:
  - Three (3) Air Handling Units (AHU)
  - Twenty-eight (28) Variable Air Volume terminal units (VAV)
  - One (1) Enterprise Server
  - Any alarms and system schedules in place
- Provide new network repeaters as needed to load balance the subnetworks based on manufacturer's recommendations
- Develop new Graphics for the EBO platform for all units currently in the system:
  - Three (3) AHUs
  - Twenty-eight (28) VAVs
  - ALL Floor plans
- Training Services.
- Furnish and Installation of new sensors and controllers listed below:
  - Twenty-eight (28) SpaceLogic RP-V VAV controllers
    - Twenty-eight (28) SmartX temperature sensors with LCD display
  - Three (3) SpaceLogic MP-C AHU controller
    - Three (3) CO2 duct sensor
    - Three (3) Belimo actuator
    - Nine (9) duct temperature sensors
    - Six (6) room humidity sensors
    - Six (6) differential pressure sensors
- All conduit and network cable needed for work above.

Pricing

Description	Price, US$
Base Upgrade with Controller Replacement	$81,938.00

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General Clarifications, Assumptions and Other Considerations

1. Customer to provide CAD files for the floor plan to be used in the engineered drawings and graphics systems.
2. Any existing Andover Controls Continuum equipment removed will become the property of Advanced Control Corporation, such as NetController's, Infilinks and their associated Power Supplies.
3. Prior to commencement of work on the system, an ACC technician will assess the health of the existing system and if found faulty, will make corrective recommendations, which will then be proposed. Corrective actions must take place prior to system migration.
4. ACC shall use the existing network devices for the new network. During the system evaluation period, ACC will load test the existing system network switches, and make recommendations.
5. The new system is IP based and a CAT6 would need to go between the floors. This cable does not exist. It's unknown if there is an IP network that we can use, or most likely we will need to run a new CAT6 connection between the floors in the riser. For that reason, we would need a pathway between floors with enough space for this cable. It is assumed that there is sleeve space within the electrical room for a new CAT6 cable between floors for a vertical riser. ACC specifically excludes this raceway between floors.
6. ACC's proposal is based on the existing units in the building. If more masters or units are added, the proposal will increase in price accordingly.
7. All Fire Alarm devices and installation for the Fire/Smoke Evacuation system are specifically excluded and are by others. It's recommended that the FAS service provider be present for the cutover of the dry contacts from the old to the new system. The cost of this service is not included in this proposal.
8. If a security escort is required for ACC to perform work on any floor, the cost of a security escort is not included in this proposal.
9. It is assumed that the bulk of the work will be performed during normal business hours, with critical cutovers done after hours.
10. Proposal assumes remote access available for graphics modifications and programming services.
11. Proposal assumes open access to work areas.
12. Customer to provide and maintain a secure external network connection for our remote use during our work, and after for support.
13. An Uninterruptible Power Supply (UPS) for the AS-P is not included. If it is determined that the AS-P should be on a UPS, the cost would need to be added into the project.
14. A final project plan shall be developed in close cooperation with the customer after proposal acceptance and shall encompass all final deliverables and activities specified herein. The project schedule may be extended due to client induced delays, force majeure events, and/or ACC's inability to obtain specific products due to supply chain issues beyond its control
15. Proposal assumes mechanical equipment is existing and in working condition.
16. Proposal assumes IP network connection is existing throughout the building (near to the AS-P locations). If not, it must be provided by others.
17. Plenum wire will be utilized in concealed areas.
18. If a lift is required for access, it will be provided by others or quoted separately.
19. All work shall be performed during ACC's normal business hours, Monday to Friday, 7:00AM to 5:00 PM. Additional charges shall apply for any work requested by Client to be performed outside of ACC's normal business hours.
20. This proposal is governed and construed by ACC's General Terms and Conditions of Sale.
21. Taxes if applicable are not included.

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22. Permit Fee is not included. If one is needed it will be quoted separately.
23. Prices proposed are valid for 30 days.
24. Our pricing does not include any equipment, system, parts, materials, and/or labor not explicitly referenced in our Scope of Work.
25. Labor Rates are standard Labor Wages. Prevailing Wage or Davis Bacon is not included in this scope of work or pricing.
26. One (1) year parts and labor warranty is included. Please note that warranties extended by Advanced Control Corporation on items purchased for this project shall not exceed the warranties granted to Advanced Control Corporation by its suppliers.

Next Steps

- Perform engineering site visit to confirm assumptions.
- Perform the work.

Your Advanced Control Account Representative for this project:

Kyle York, Sales Engineer
Advanced Control Corporation
6001 NE 14th Avenue
Fort Lauderdale, FL 33334
Phone: (954) 491-6660 Ext 126
Mobile: (954) 299-0124
Email: kyork@advancedcontrolcorp.com
Web: www.advancedcontrolcorp.com

Project Acceptance

Name	Company	Title	Email address
Signature	**Date**	**PO**	**Comments**

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ADVANCED CONTROL CORP GENERAL TERMS AND CONDITIONS OF SALE

For good and valuable consideration, the parties agree that the terms and conditions contained herein are the sole terms and conditions of sale and/or for service and represent the sole and complete Agreement between the parties and supersede all prior oral and/or written representations, understandings, proposals, agreements, and communications regarding the subject matter hereof. The parties agree that no additional terms will be binding upon Advanced Control Corporation (hereinafter referred to as "ACC") even if they appear on Purchaser's formal purchase order, acceptance form, or any other of Purchaser's documents unless signed by an authorized representative of "ACC".

1. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by "ACC".
2. PAYMENT TERMS:
   A. GENERAL PAYMENT TERMS are net thirty (30) days from date of invoice where satisfactory open account credit is established and maintained. "ACC" reserves the right to revoke or modify Purchaser's credit at its sole discretion. Unless noted elsewhere a mobilization deposit of fifty percent (50%) will be required upon acceptance of customer's order. Progress payments to one hundred percent (100%) of order value will be invoiced monthly based upon equipment delivered or stored and work performed. At "ACC's" sole option, Purchaser shall pay cash in advance, or upon delivery, or as otherwise specified by "ACC". In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, "ACC" shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid. Further, in the event payment is not received according to Terms, "ACC" may, at its discretion, assess interest at the maximum rate allowed by law or at the rate of 1.5% per month, whichever is less. Purchaser also agrees to pay all costs incurred by "ACC" in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.
   B. CUSTOM SOFTWARE PAYMENT TERMS are as provided in section A. above with the following exceptions. A non-refundable twenty percent (20%) initial payment will be invoiced upon acceptance of Purchaser's order. A non-refundable progress payment of forty percent (40%) of order value will be invoiced upon Purchaser's approval of a Custom Software Development Specification. The final forty percent (40%) payment will be invoiced upon delivery by "ACC" of Custom Software.
   C. SECURITY SYSTEM / ACCESS CONTROL SYSTEM PAYMENT TERMS are as provided in Section A. above with the following exceptions. A non-refundable 20% down payment is required with Purchaser's order. Progress Payments will be invoiced based upon shipments to Purchaser.
   D. CANCELLATION: Any permitted cancellation must be made in writing. Recognizing that "ACC's" damages arising from cancellation will be difficult to estimate or determine, the following charges shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs "ACC" will actually incur in reliance upon this Agreement, and not as a penalty: If, prior to shipment, Purchaser cancels this Agreement or any portion thereof, for any reason not attributable to "ACC", Purchaser agrees to pay "ACC" an amount equal to 20% of the price of the products canceled. If Purchaser cancels after shipment, Purchaser agrees to pay the above 20% of the price of the products canceled, return the products already shipped, and to pay "ACC" an additional amount equal to 20% of the value of the returned products to cover the estimated costs of transportation and restocking.
3. ADVANCED CONTROL CORPORATION SERVICES: Purchaser further agrees that "ACC" offers various levels of services and that the Purchaser, after reviewing the same, has contracted with "ACC" to perform only the services described in writing in this Agreement. "ACC" denies liability for materials, supplies or work provided by other persons. Unless specifically contracted for, "ACC" denies any supervisory role and this Agreement shall not commit "ACC" to any supervisory role, including, but not limited to, the placement or routing of any wires or other Product.
   If this Agreement includes a quote for Monitoring Services to be supplied by "ACC", Purchaser agrees for himself, and any assignees to this Agreement, that "ACC" shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign a "ACC" Monitoring Agreement approved and signed by an authorized representative of "ACC".
   If this Agreement includes a quote for Maintenance Services to be supplied by "ACC", Purchaser agrees for himself, and any assignees to this Agreement, that "ACC" shall have no duty to perform such Maintenance Services until and unless the Purchaser and any assignee, including but not limited to the end-user, agree to and sign a "ACC" Maintenance Service Agreement approved and signed by an authorized representative of "ACC".
4. SHIPMENT: All Equipment is shipped F.O.B. shipping point.
5. SECURITY INTEREST: The Purchaser grants to "ACC", and "ACC" retains, a security interest in all Products, Software, and proceeds thereof shipped pursuant to this Agreement until the Purchaser shall have made full payment for the Product. Such interest is intended to be effective as a purchase money security interest. Purchaser agrees that "ACC" may file this Agreement as a financing statement. In the event of failure to make payment on the due date in accordance with terms designated, the entire balance shall become due and payable at once. In case of default of payment, and to the extent permitted by law, "ACC" shall have the right to take possession of the Product or Software immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said Product or Software. For the purpose of assisting "ACC" in perfecting its security interests in any "ACC" Product or Software

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delivered to the Purchaser, Purchaser agrees to inform "ACC" immediately if any other entity has or may have any security interest, perfected or otherwise, in the "ACC" Product or Software described on the face of this Agreement and shipped to Purchaser. The Purchaser agrees to pay "ACC's" costs of collection, including without limitation reasonable attorney's fees and legal expenses, and that the same are secured by the security interest granted herein. The Purchaser shall not sell, prior to payment, (except in the ordinary course of business), mortgage, pledge, or lease said Product or Software without prior written permission of "ACC".

6. LIMITATION OF WARRANTY: Purchaser understands that "ACC" is not an Insurer. Subject to the limitations below, "ACC" warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of the Product or 18 months after Product shipment whichever is earlier, provided, however, that "ACC's" sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which "ACC" determines to be defective, at "ACC's" sole option and subject to the availability of service personnel and parts, as determined by "ACC". "ACC" warrants expendable items including, but not limited to, video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. "ACC" does not warrant devices designed solely to fail in protecting a system such as, but not limited to, fuses and circuit breakers. "ACC" warrants that any "ACC" Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. "ACC's" sole obligation with respect to Software, and purchaser's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

   THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AS DETERMINED BY "ACC" AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   Warranty service will be performed at no charge between the hours of 8:00 am to 5:00 pm local time, Monday through Friday exclusive of "ACC's" holidays. Warranty service requested to be performed at other than during "ACC's" normal work hours shall be chargeable at "ACC's" standard overtime rates. All repairs or adjustments that are or may become necessary under the warranty provisions of this Agreement shall be performed only by an authorized representative of "ACC". Any repairs, adjustments, or interconnections performed by the Purchaser or anyone other than an authorized "ACC" representative shall void all warranties.

7. LIMITATION OF LIABILITY: "ACC" SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL LOSS OR DAMAGE TO THE PURCHASER OR USER OF THIS PRODUCT AND/OR SOFTWARE ARISING OUT OF, AMONG OTHER THINGS, THE OPERATION OR FAILURE OF THE PRODUCT AND/OR SOFTWARE TO OPERATE, THIS AGREEMENT, THE INSTALLATION, USE, DESIGN OR FUNCTION OF ANY "ACC" PRODUCT AND/OR SOFTWARE.
8. LIMITATION OF REMEDY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, if any, portion of any loss or injury would be proximately caused by the failure of "ACC's" Product and/or Software to operate, or to operate properly, or "ACC" to perform any of its obligations or services described herein, UNDER NO CIRCUMSTANCES WILL "ACC'S" LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, DESIGN OR FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND SOFTWARE SOLD BY "ACC", BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. THIS SUM SHALL BE THE PURCHASER'S SOLE, COMPLETE AND EXCLUSIVE REMEDY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES OR A LIMITATION OF LIABILITY AMOUNT AGREED ON BY THE PARTIES AND NOT AS A PENALTY. IN NO CIRCUMSTANCES WILL "ACC" BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY, THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes "ACC" to increase the amount of the above limitation of liability or liquidated damages amount stated in this Agreement, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will an increase in the purchase or contract price be construed to mean that "ACC" is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser.
9. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that "ACC" is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where the "ACC" Product, Software or Services, which form the basis of this Agreement, are delivered, assembled, installed, used, or performed. "ACC" agrees to obtain and maintain insurance coverage including general liability, workers compensation and automobile insurance during the term of this Agreement. "ACC" agrees to list Purchaser as an additional insured on all such policies and to provide a Certificate of Insurance.".
10. WAIVER OF SUBROGATION: Purchaser does hereby for itself and all other parties claiming under it release and discharge "ACC" from and against all hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or any other third party will have any right of subrogation against "ACC".

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11. LIMITATION ON ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against "ACC", its agents, employees, and/or officers more than one year after the claim arises, whether known or unknown when the claim arises, provided however, that if there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 6 above.
12. DRAWINGS: All drawings and wire diagrams provided by "ACC" in connection with this Agreement are protected under United States Copyright Laws and intended solely for the use of the installing contractor as a general guide for the installation of the System. These drawings and wire diagrams are prepared in accordance with the project plans and specifications available to "ACC" at the time of the bid and are NOT intended to be System design or approval documents. "ACC" is not a design professional. Under no circumstances is any clause in this Agreement or any actions taken by "ACC" to be construed in such a way as to impose upon "ACC" the duties or liabilities of a design professional.
13. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duly authorized representatives.
14. SOFTWARE LICENSE AND USE: Software Products provided by "ACC" are licensed, not sold, to the Customer. Customer has only a non-exclusive, non-transferable license to use the Software ("License"). "ACC" retains all right, title and interest to the Software. In some cases, "ACC" may have a right to re-license the Software. "Software" shall mean any part of Software provided by "ACC" in machine readable form indicated on this Agreement or contained in any "ACC" Product indicated on this Agreement or ordered subsequently, any modified versions and all related documentation. Customer shall use the Software only on the Product and at the Product Site listed herein. Any Software received by Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. "ACC" may terminate this License if Customer: (1) fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; or (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return the Software to "ACC" and destroy all copies of the Software, including memory or storage copies.
15. PROTECTION AND NON-DISCLOSURE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall implement adequate procedures controlling access to and use of the Software consistent with the protection of "ACC's" rights. Customer may duplicate Software only for internal use on the Product according to "ACC" instructions. The "ACC" legend restricting Software use must appear on any copies of the Software. Customer shall not reverse compile the Software.
16. FORCE MAJEURE: "ACC" shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond "ACC's" control.
17. TAXES, LICENSES AND PERMITS: The Purchaser is responsible for obtaining all licenses, and permits and for paying all applicable taxes and fees unless otherwise agreed to in writing.
18. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.
19. DRUG FREE WORKPLACE POLICY: "ACC" has a written drug free workplace policy available for review by written request.
20. EXPORT COMPLIANCE: All sales hereunder shall at all times be subject to the export control laws and regulations of the Government of the United States. Purchaser agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion, or otherwise, except as said laws and regulations may expressly provide. Purchaser expressly agrees, to the fullest extent permitted by law, to indemnify "ACC" for any and all damage arising from the violation of any export law or regulation with respect to any goods delivered to Purchaser or at Purchaser's direction. Said damages include, but are not limited to, legal fees, court costs, expert fees, and any and all other resulting costs and expenses.
21. EVENTS OF DEFAULT: Purchaser shall be in default of this Agreement upon the occurrence of, but not limited to, any of the following:
    A. The Purchaser's failure to make due and punctual payment of any payment due pursuant to this Agreement;
    B. The Purchaser's failure to perform any obligation under this Agreement;
    C. An order, judgment or decree entered, with the approval or consent of "ACC", by any court of competent jurisdiction, approving a petition seeking reorganization of the Purchaser or appointing a receiver, trustee, or liquidator (or other officer having power, under applicable law, similar to those of a receiver, trustee, or liquidator) of the Purchaser or of all or a major portion of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;
    D. The Purchaser fails to provide "ACC" with adequate assurances of due performance under the Agreement, after receiving a written request for same from "ACC";
    E. The Purchaser's financial position materially deteriorates; or
    F. The Purchaser shall cease to do business as a going concern.
22. GENERAL: Any provision of this Agreement which is prohibited by the law of any state shall, as to such state, be ineffective to the extent of such provision without invalidating the remaining provisions of the Agreement. This Agreement shall be construed under the laws of the State of Florida.

EXHIBIT "B"

CHANGE ORDER FORM
(Addition or Revision to Work Requested by Village that increases Contract Price)

Project Number: _____ **Contractor:** _____

Contractor's Project Representative's E-Mail: _____

Contractor's Project Representative's Phone Number: _____

Project Name: _____

Contract Effective Date: _____

Change Order Number: _____

Change Order Effective Date: _____ [*TO BE COMPLETED BY VILLAGE]*

Change Order Type: **INCREASE IN CONTRACT PRICE**

Associated Change in Contract Time: _____ (work days)

Existing Purchase Order / Work Order Number: _____ (if applicable)

Description of Change as requested by Owner:
_____
_____
_____
_____
_____.

Price of Original Contract: $_____

Current Price of Contract (including prior Change Orders): $_____

Price of Current Change Order: $_____

New Contract Price: $_____

Basis of Price Change: ___ Unit Price ___ Time & Material ___ Lump Sum

Contract Time Change: ___ No Change ___ Extended ____ Decreased by ____ work days

**** Contractor shall attach all supporting documentation, which will be incorporated herein by reference.***

(*Increases in Unit Prices should be identified in the table below*).

1	2	3	4	5	6
Item No.	**Description**	**Qty**	**Unit**	**Unit Price**	**Increase In Contract Price**
1					
2					
3					
4					
5					

The Contractor and the Village agree that this CHANGE ORDER represents the complete agreement of the parties with respect to the Work as modified herein as of the date of this CHANGE ORDER.

By approving this Change Order, the Contractor releases any and all claims that it may have against the Village under the subject Contract Documents including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the Village prior to the effective date of this CHANGE ORDER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the last page of this Change Order).

Reviewed and Accepted by Contractor : _____
(Contractor Name)

_____ _____ _____
Contractor Representative (Signature) Title Date

VILLAGE: Based on the foregoing and the attached supporting documentation, the Owner's Contract Administrator recommends the proposed Change Order for submission to the Village Council or Village Manager.

Recommended for approval by: _____ _____
_____, Director Date

IN WITNESS WHEREOF, the Village of Palm Springs has approved this Change Order No. ____ to the _____ Project on _____, 20__.

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: _____
Bev Smith, Mayor*

By: _____
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, Village Attorney

**The Village Manager may be authorized to execute a Change Order(s) under the Village's Purchasing Code.*

Attachments: (*Contractor shall attach all supporting documentation*)

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727.241.6000

Village of Palm Springs Village Hall

226 Cypress Ln, Palm Springs, FL 33461

EcoStruxure™ Building Operation BMS Modernization VH

Document Revision History

Version	Release Date	Author(s)	Reason for Change
1.1	9-29-2025	Kyle York	Proposal with Updated Pricing

Project Description: Building Management System **Type:** Building Automation System Controls

Introduction

Advanced Control Corporation (ACC) is pleased to present this proposal for an EcoStruxure™ Building Operation (EBO) Building Management System (BMS) modernization.

The existing Andover Controls Continuum network of controllers has been in operation since the building's original construction and has consistently demonstrated reliability over the years. These legacy products can now be seamlessly migrated into Schneider Electric's state-of-the-art EcoStruxure™ platform, enabling access to modern features such as mobile applications, open system architecture, IoT integration, and web-based graphics.

Importantly, the current physical controllers remain fully functional and will continue to operate as part of the system, allowing you to leverage your original investment while gaining the advantages of the latest technology. Should you choose to upgrade all components of your system to align with today's optimal standards, the enhancements will improve communication speed, efficiency, and overall reliability. Price option included down below.

The following is included in this proposal:

- EBO controllers
- Software programming and graphics
- Engineering, submittals, and as-built drawings
- BAS/DDC wiring
- System commissioning services
- One (1) year warranty on new devices and services

Goals

- Modernize the existing building management system with the installation of new EcoStruxure™ Building Operation next-generation edge level (master) controllers.
- Migrate the system to the EcoStruxure™ Building Operation platform including graphics and GUI support. EcoStruxure™ Building Operation software is the edge control heart of the EcoStruxure Building system to monitor, manage and control building systems.
- Modernize the building management system's HVAC for Air Handling Units (AHUs) and Variable Air Volume Boxes (VAVs) by replacing the sensors and controllers associated to each in steps or all at once, customer's choice.
- Eliminate the risk of decreasing system performance due to legacy/aging technology.
- Take advantage of new features, speed, performance, etc.

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Scope of Work

Base Upgrade with Controller Replacement:

Advanced Control Corporation (ACC) shall:

- Furnish and install one (1) CAT6 network riser to connect all controllers in the system.
- Furnish and install one (1) EBO Automation Server (AS-P), power supply and network repeater for the Building Management System (BMS). Includes programming and configuration for integration to the building Ethernet system network or its own standalone network.
- Programming and integration of the current building management system:
  - Three (3) Air Handling Units (AHU)
  - Twenty-eight (28) Variable Air Volume terminal units (VAV)
  - One (1) Enterprise Server
  - Any alarms and system schedules in place
- Provide new network repeaters as needed to load balance the subnetworks based on manufacturer's recommendations
- Develop new Graphics for the EBO platform for all units currently in the system:
  - Three (3) AHUs
  - Twenty-eight (28) VAVs
  - ALL Floor plans
- Training Services.
- Furnish and Installation of new sensors and controllers listed below:
  - Twenty-eight (28) SpaceLogic RP-V VAV controllers
    - Twenty-eight (28) SmartX temperature sensors with LCD display
  - Three (3) SpaceLogic MP-C AHU controller
    - Three (3) CO2 duct sensor
    - Three (3) Belimo actuator
    - Nine (9) duct temperature sensors
    - Six (6) room humidity sensors
    - Six (6) differential pressure sensors
- All conduit and network cable needed for work above.

Pricing

Description	Price, US$
Base Upgrade with Controller Replacement	$81,938.00

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General Clarifications, Assumptions and Other Considerations

1. Customer to provide CAD files for the floor plan to be used in the engineered drawings and graphics systems.
2. Any existing Andover Controls Continuum equipment removed will become the property of Advanced Control Corporation, such as NetController's, Infilinks and their associated Power Supplies.
3. Prior to commencement of work on the system, an ACC technician will assess the health of the existing system and if found faulty, will make corrective recommendations, which will then be proposed. Corrective actions must take place prior to system migration.
4. ACC shall use the existing network devices for the new network. During the system evaluation period, ACC will load test the existing system network switches, and make recommendations.
5. The new system is IP based and a CAT6 would need to go between the floors. This cable does not exist. It's unknown if there is an IP network that we can use, or most likely we will need to run a new CAT6 connection between the floors in the riser. For that reason, we would need a pathway between floors with enough space for this cable. It is assumed that there is sleeve space within the electrical room for a new CAT6 cable between floors for a vertical riser. ACC specifically excludes this raceway between floors.
6. ACC's proposal is based on the existing units in the building. If more masters or units are added, the proposal will increase in price accordingly.
7. All Fire Alarm devices and installation for the Fire/Smoke Evacuation system are specifically excluded and are by others. It's recommended that the FAS service provider be present for the cutover of the dry contacts from the old to the new system. The cost of this service is not included in this proposal.
8. If a security escort is required for ACC to perform work on any floor, the cost of a security escort is not included in this proposal.
9. It is assumed that the bulk of the work will be performed during normal business hours, with critical cutovers done after hours.
10. Proposal assumes remote access available for graphics modifications and programming services.
11. Proposal assumes open access to work areas.
12. Customer to provide and maintain a secure external network connection for our remote use during our work, and after for support.
13. An Uninterruptible Power Supply (UPS) for the AS-P is not included. If it is determined that the AS-P should be on a UPS, the cost would need to be added into the project.
14. A final project plan shall be developed in close cooperation with the customer after proposal acceptance and shall encompass all final deliverables and activities specified herein. The project schedule may be extended due to client induced delays, force majeure events, and/or ACC's inability to obtain specific products due to supply chain issues beyond its control
15. Proposal assumes mechanical equipment is existing and in working condition.
16. Proposal assumes IP network connection is existing throughout the building (near to the AS-P locations). If not, it must be provided by others.
17. Plenum wire will be utilized in concealed areas.
18. If a lift is required for access, it will be provided by others or quoted separately.
19. All work shall be performed during ACC's normal business hours, Monday to Friday, 7:00AM to 5:00 PM. Additional charges shall apply for any work requested by Client to be performed outside of ACC's normal business hours.
20. This proposal is governed and construed by ACC's General Terms and Conditions of Sale.
21. Taxes if applicable are not included.

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22. Permit Fee is not included. If one is needed it will be quoted separately.
23. Prices proposed are valid for 30 days.
24. Our pricing does not include any equipment, system, parts, materials, and/or labor not explicitly referenced in our Scope of Work.
25. Labor Rates are standard Labor Wages. Prevailing Wage or Davis Bacon is not included in this scope of work or pricing.
26. One (1) year parts and labor warranty is included. Please note that warranties extended by Advanced Control Corporation on items purchased for this project shall not exceed the warranties granted to Advanced Control Corporation by its suppliers.

Next Steps

- Perform engineering site visit to confirm assumptions.
- Perform the work.

Your Advanced Control Account Representative for this project:

Kyle York, Sales Engineer
Advanced Control Corporation
6001 NE 14th Avenue
Fort Lauderdale, FL 33334
Phone: (954) 491-6660 Ext 126
Mobile: (954) 299-0124
Email: kyork@advancedcontrolcorp.com
Web: www.advancedcontrolcorp.com

Project Acceptance

Name	Company	Title	Email address
Signature	**Date**	**PO**	**Comments**

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ADVANCED CONTROL CORP GENERAL TERMS AND CONDITIONS OF SALE

For good and valuable consideration, the parties agree that the terms and conditions contained herein are the sole terms and conditions of sale and/or for service and represent the sole and complete Agreement between the parties and supersede all prior oral and/or written representations, understandings, proposals, agreements, and communications regarding the subject matter hereof. The parties agree that no additional terms will be binding upon Advanced Control Corporation (hereinafter referred to as "ACC") even if they appear on Purchaser's formal purchase order, acceptance form, or any other of Purchaser's documents unless signed by an authorized representative of "ACC".

1. VALIDITY PERIOD: The price quotes provided are valid for 30 days unless otherwise specified in writing by "ACC".
2. PAYMENT TERMS:
   A. GENERAL PAYMENT TERMS are net thirty (30) days from date of invoice where satisfactory open account credit is established and maintained. "ACC" reserves the right to revoke or modify Purchaser's credit at its sole discretion. Unless noted elsewhere a mobilization deposit of fifty percent (50%) will be required upon acceptance of customer's order. Progress payments to one hundred percent (100%) of order value will be invoiced monthly based upon equipment delivered or stored and work performed. At "ACC's" sole option, Purchaser shall pay cash in advance, or upon delivery, or as otherwise specified by "ACC". In the event that Purchaser defaults on its obligation to pay each invoice when due, then, in addition to all other rights and remedies available to it, "ACC" shall have the option to withhold any further shipments of materials and/or the provision of services, if any, until Purchaser's account is fully paid. Further, in the event payment is not received according to Terms, "ACC" may, at its discretion, assess interest at the maximum rate allowed by law or at the rate of 1.5% per month, whichever is less. Purchaser also agrees to pay all costs incurred by "ACC" in pursuit of payment which is past due including, but not limited to, collection agency commissions and attorneys fees.
   B. CUSTOM SOFTWARE PAYMENT TERMS are as provided in section A. above with the following exceptions. A non-refundable twenty percent (20%) initial payment will be invoiced upon acceptance of Purchaser's order. A non-refundable progress payment of forty percent (40%) of order value will be invoiced upon Purchaser's approval of a Custom Software Development Specification. The final forty percent (40%) payment will be invoiced upon delivery by "ACC" of Custom Software.
   C. SECURITY SYSTEM / ACCESS CONTROL SYSTEM PAYMENT TERMS are as provided in Section A. above with the following exceptions. A non-refundable 20% down payment is required with Purchaser's order. Progress Payments will be invoiced based upon shipments to Purchaser.
   D. CANCELLATION: Any permitted cancellation must be made in writing. Recognizing that "ACC's" damages arising from cancellation will be difficult to estimate or determine, the following charges shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs "ACC" will actually incur in reliance upon this Agreement, and not as a penalty: If, prior to shipment, Purchaser cancels this Agreement or any portion thereof, for any reason not attributable to "ACC", Purchaser agrees to pay "ACC" an amount equal to 20% of the price of the products canceled. If Purchaser cancels after shipment, Purchaser agrees to pay the above 20% of the price of the products canceled, return the products already shipped, and to pay "ACC" an additional amount equal to 20% of the value of the returned products to cover the estimated costs of transportation and restocking.
3. ADVANCED CONTROL CORPORATION SERVICES: Purchaser further agrees that "ACC" offers various levels of services and that the Purchaser, after reviewing the same, has contracted with "ACC" to perform only the services described in writing in this Agreement. "ACC" denies liability for materials, supplies or work provided by other persons. Unless specifically contracted for, "ACC" denies any supervisory role and this Agreement shall not commit "ACC" to any supervisory role, including, but not limited to, the placement or routing of any wires or other Product.
   If this Agreement includes a quote for Monitoring Services to be supplied by "ACC", Purchaser agrees for himself, and any assignees to this Agreement, that "ACC" shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign a "ACC" Monitoring Agreement approved and signed by an authorized representative of "ACC".
   If this Agreement includes a quote for Maintenance Services to be supplied by "ACC", Purchaser agrees for himself, and any assignees to this Agreement, that "ACC" shall have no duty to perform such Maintenance Services until and unless the Purchaser and any assignee, including but not limited to the end-user, agree to and sign a "ACC" Maintenance Service Agreement approved and signed by an authorized representative of "ACC".
4. SHIPMENT: All Equipment is shipped F.O.B. shipping point.
5. SECURITY INTEREST: The Purchaser grants to "ACC", and "ACC" retains, a security interest in all Products, Software, and proceeds thereof shipped pursuant to this Agreement until the Purchaser shall have made full payment for the Product. Such interest is intended to be effective as a purchase money security interest. Purchaser agrees that "ACC" may file this Agreement as a financing statement. In the event of failure to make payment on the due date in accordance with terms designated, the entire balance shall become due and payable at once. In case of default of payment, and to the extent permitted by law, "ACC" shall have the right to take possession of the Product or Software immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said Product or Software. For the purpose of assisting "ACC" in perfecting its security interests in any "ACC" Product or Software

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delivered to the Purchaser, Purchaser agrees to inform "ACC" immediately if any other entity has or may have any security interest, perfected or otherwise, in the "ACC" Product or Software described on the face of this Agreement and shipped to Purchaser. The Purchaser agrees to pay "ACC's" costs of collection, including without limitation reasonable attorney's fees and legal expenses, and that the same are secured by the security interest granted herein. The Purchaser shall not sell, prior to payment, (except in the ordinary course of business), mortgage, pledge, or lease said Product or Software without prior written permission of "ACC".

6. LIMITATION OF WARRANTY: Purchaser understands that "ACC" is not an Insurer. Subject to the limitations below, "ACC" warrants that the Product (as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of the Product or 18 months after Product shipment whichever is earlier, provided, however, that "ACC's" sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which "ACC" determines to be defective, at "ACC's" sole option and subject to the availability of service personnel and parts, as determined by "ACC". "ACC" warrants expendable items including, but not limited to, video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. "ACC" does not warrant devices designed solely to fail in protecting a system such as, but not limited to, fuses and circuit breakers. "ACC" warrants that any "ACC" Software described in this Agreement, as well as that Software contained in or sold as part of any Product described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. "ACC's" sole obligation with respect to Software, and purchaser's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

   THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT OR SOFTWARE WHICH HAS BEEN SUBJECTED TO ABUSE, MISHANDLING, OR IMPROPER USE AS DETERMINED BY "ACC" AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   Warranty service will be performed at no charge between the hours of 8:00 am to 5:00 pm local time, Monday through Friday exclusive of "ACC's" holidays. Warranty service requested to be performed at other than during "ACC's" normal work hours shall be chargeable at "ACC's" standard overtime rates. All repairs or adjustments that are or may become necessary under the warranty provisions of this Agreement shall be performed only by an authorized representative of "ACC". Any repairs, adjustments, or interconnections performed by the Purchaser or anyone other than an authorized "ACC" representative shall void all warranties.

7. LIMITATION OF LIABILITY: "ACC" SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL LOSS OR DAMAGE TO THE PURCHASER OR USER OF THIS PRODUCT AND/OR SOFTWARE ARISING OUT OF, AMONG OTHER THINGS, THE OPERATION OR FAILURE OF THE PRODUCT AND/OR SOFTWARE TO OPERATE, THIS AGREEMENT, THE INSTALLATION, USE, DESIGN OR FUNCTION OF ANY "ACC" PRODUCT AND/OR SOFTWARE.
8. LIMITATION OF REMEDY: It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, if any, portion of any loss or injury would be proximately caused by the failure of "ACC's" Product and/or Software to operate, or to operate properly, or "ACC" to perform any of its obligations or services described herein, UNDER NO CIRCUMSTANCES WILL "ACC'S" LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, DESIGN OR FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND SOFTWARE SOLD BY "ACC", BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. THIS SUM SHALL BE THE PURCHASER'S SOLE, COMPLETE AND EXCLUSIVE REMEDY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES OR A LIMITATION OF LIABILITY AMOUNT AGREED ON BY THE PARTIES AND NOT AS A PENALTY. IN NO CIRCUMSTANCES WILL "ACC" BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY, THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes "ACC" to increase the amount of the above limitation of liability or liquidated damages amount stated in this Agreement, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will an increase in the purchase or contract price be construed to mean that "ACC" is an insurer or that the obligations of obtaining and maintaining insurance are not with the Purchaser.
9. INSURANCE OBLIGATIONS: It is understood and agreed by the Purchaser that "ACC" is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where the "ACC" Product, Software or Services, which form the basis of this Agreement, are delivered, assembled, installed, used, or performed. "ACC" agrees to obtain and maintain insurance coverage including general liability, workers compensation and automobile insurance during the term of this Agreement. "ACC" agrees to list Purchaser as an additional insured on all such policies and to provide a Certificate of Insurance.".
10. WAIVER OF SUBROGATION: Purchaser does hereby for itself and all other parties claiming under it release and discharge "ACC" from and against all hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or any other third party will have any right of subrogation against "ACC".

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11. LIMITATION ON ACTIONS: The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against "ACC", its agents, employees, and/or officers more than one year after the claim arises, whether known or unknown when the claim arises, provided however, that if there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 6 above.
12. DRAWINGS: All drawings and wire diagrams provided by "ACC" in connection with this Agreement are protected under United States Copyright Laws and intended solely for the use of the installing contractor as a general guide for the installation of the System. These drawings and wire diagrams are prepared in accordance with the project plans and specifications available to "ACC" at the time of the bid and are NOT intended to be System design or approval documents. "ACC" is not a design professional. Under no circumstances is any clause in this Agreement or any actions taken by "ACC" to be construed in such a way as to impose upon "ACC" the duties or liabilities of a design professional.
13. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duly authorized representatives.
14. SOFTWARE LICENSE AND USE: Software Products provided by "ACC" are licensed, not sold, to the Customer. Customer has only a non-exclusive, non-transferable license to use the Software ("License"). "ACC" retains all right, title and interest to the Software. In some cases, "ACC" may have a right to re-license the Software. "Software" shall mean any part of Software provided by "ACC" in machine readable form indicated on this Agreement or contained in any "ACC" Product indicated on this Agreement or ordered subsequently, any modified versions and all related documentation. Customer shall use the Software only on the Product and at the Product Site listed herein. Any Software received by Customer at any time is subject to this Agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated. "ACC" may terminate this License if Customer: (1) fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; or (3) has its assets assigned or attached by law. Within five (5) days after the License terminates, Customer shall, at its expense, return the Software to "ACC" and destroy all copies of the Software, including memory or storage copies.
15. PROTECTION AND NON-DISCLOSURE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall implement adequate procedures controlling access to and use of the Software consistent with the protection of "ACC's" rights. Customer may duplicate Software only for internal use on the Product according to "ACC" instructions. The "ACC" legend restricting Software use must appear on any copies of the Software. Customer shall not reverse compile the Software.
16. FORCE MAJEURE: "ACC" shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond "ACC's" control.
17. TAXES, LICENSES AND PERMITS: The Purchaser is responsible for obtaining all licenses, and permits and for paying all applicable taxes and fees unless otherwise agreed to in writing.
18. INSTALLATION: The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.
19. DRUG FREE WORKPLACE POLICY: "ACC" has a written drug free workplace policy available for review by written request.
20. EXPORT COMPLIANCE: All sales hereunder shall at all times be subject to the export control laws and regulations of the Government of the United States. Purchaser agrees that it shall not make any disposition, by way of trans-shipment, re-export, diversion, or otherwise, except as said laws and regulations may expressly provide. Purchaser expressly agrees, to the fullest extent permitted by law, to indemnify "ACC" for any and all damage arising from the violation of any export law or regulation with respect to any goods delivered to Purchaser or at Purchaser's direction. Said damages include, but are not limited to, legal fees, court costs, expert fees, and any and all other resulting costs and expenses.
21. EVENTS OF DEFAULT: Purchaser shall be in default of this Agreement upon the occurrence of, but not limited to, any of the following:
    A. The Purchaser's failure to make due and punctual payment of any payment due pursuant to this Agreement;
    B. The Purchaser's failure to perform any obligation under this Agreement;
    C. An order, judgment or decree entered, with the approval or consent of "ACC", by any court of competent jurisdiction, approving a petition seeking reorganization of the Purchaser or appointing a receiver, trustee, or liquidator (or other officer having power, under applicable law, similar to those of a receiver, trustee, or liquidator) of the Purchaser or of all or a major portion of its assets, and such order, judgment, or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days;
    D. The Purchaser fails to provide "ACC" with adequate assurances of due performance under the Agreement, after receiving a written request for same from "ACC";
    E. The Purchaser's financial position materially deteriorates; or
    F. The Purchaser shall cease to do business as a going concern.
22. GENERAL: Any provision of this Agreement which is prohibited by the law of any state shall, as to such state, be ineffective to the extent of such provision without invalidating the remaining provisions of the Agreement. This Agreement shall be construed under the laws of the State of Florida.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Public Works

ITEM #5: Equipment Purchase with Florida Coast Equipment, LLC for the Purchase of a New Excavator through the State of Florida cooperative purchase agreement

SUMMARY: The Public Works Department is actively engaged in the repair, maintenance and construction of improvements to the right of way consisting of roadways, sidewalks, storm drain systems, ditches, and facilities. An integral part of this responsibility is having the proper tools and equipment to carry out these improvements efficiently and safely. Currently, the department must coordinate with Water Utilities for utilization of an available excavator. However, the Water Utilities Department utilizes their equipment heavily due to the amount of workload and emergency responses they receive on a daily basis.

In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, the Florida Department of Management Services completed a competitive selection process for Construction and Industrial Equipment (contract no. 22100000-21-STC) in July 2021. The bid documents are on file with the Procurement Manager. Staff recommends the purchase of a new Kubota KX033-4R3A excavator for the Public Works Department at a cost not to exceed $62,927.98 with the state-approved vendor Florida Coast Equipment, LLC. Within the FY26 approved budget, Village Council approved the purchase of a new excavator for $70,000.00.

FISCAL IMPACT:

The Equipment Purchase with Florida Coast Equipment will be at a cost not to exceed $62,927.98 and funded through account #01441-56400 as approved in the FY26 adopted budget.

ATTACHMENTS:

1. Florida Coast Equipment - State Contract Construction and Industrial Equipment
2. 2025 22100000-21-STC Village Palm Springs KX033-4R3A 101525

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State Term Contract
No. 22100000-21-STC
Construction and Industrial Equipment

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Florida Coast Equipment, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on July 1, 2021, or on the last date, it is signed by all Parties, whichever is later. The Contract shall expire on June 30, 2024, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

a) Attachment 1, Additional Special Contract Conditions
b) Attachment 2, Special Contract Conditions
c) Attachment 3, Scope of Work
d) Attachment 4, Price Quote Form
e) Attachment 5, Acknowledgement of Order
f) Attachment 6, Preferred Pricing Affidavit
g) Attachment 7, Contractor's Submitted Product Group Discount Sheet
h) Attachment 8, Price Sheet

IV. Contract Management.

Department's Contract Manager:
Ashley Palelis
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8366
Email: Ashley.Palelis@dms.fl.gov

Contractor's Contract Manager:
Joe Moreno
Florida Coast Equipment, LLC
346 Pike Road, Unit 7
West Palm Beach, Florida 33411
Telephone: (561) 209 - 2705 x320
Email: JMoreno@FloridaCoastEQ.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CONTRACTOR **FLORIDA COAST EQUIPMENT, LLC**	**STATE OF FLORIDA** **DEPARTMENT OF** **MANAGEMENT SERVICES**
DocuSigned by: Joe Moreno 6438057C1790413...	
Joe Moreno **Government Sales**	**J. Todd Inman,** **Secretary**
7/14/2021 | 9:21 AM EDT	7-29-21
Date:	**Date:**

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

ATTACHMENT 1

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The sections of the Special Contract Conditions referenced below are replaced in their entirety as follows:

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall ensure a representative will be available to team members of the continuing oversight team.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

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5.7 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CONTRACT MANAGER LISTED IN SECTION 4.3 OF THE SPECIAL CONTRACT CONDITIONS.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and

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following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the

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Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

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ATTACHMENT 2

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Attachment 3
Scope of Work

1. Purpose

To provide Customers with Construction and Industrial Equipment on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. Definitions

All definitions apply in both their singular and plural context.

Accessory – A part or object used for convenience, attractiveness, safety, etc. to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Base Equipment – A Manufacturer's base Construction and Industrial Equipment without the inclusion of OEM or Non-OEM Options, Parts, Accessories, and Implements. Base Equipment may be identified by a combination of the Manufacturer's name, trade name, brand name, make name, model name, model number, or catalog number.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, F.S. Commodities may include Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract. Commodities may also be referred to throughout as "Construction and Industrial Equipment."

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor. A Contractor can be a Manufacturer or a Dealer.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department.

Customer – A State agency or Eligible User.

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Dealer – A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to the Contract. Dealers may be Contractor owned and controlled in whole or in part or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001(2), F.A.C.

Group – A series of Commodities with applicable Commodity Codes which are described in the Description of Scope section in the Scope of Work.

Implement – A tool, utensil, or other piece of equipment, especially as used for a particular purpose or to improve Base Equipment capability which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

Manufacturer – The producer or provider of Construction and Industrial Equipment which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with Brand Name.

Manufacturer's Suggested Retail Price (MSRP) – The MSRP represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities without benefit of a Contract resulting from this solicitation. It must be publicly listed, available, and verifiable by the Department.

MSRP Credit – The MSRP price of OEM and Non-OEM Options, Parts, Accessories or Implements that are deducted from the Base Equipment price paid by the Customer if removed from the Base Equipment.

MSRP List – The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific Commodities. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the resulting Contract:

- Manufacturer's Annual U.S. Price Book; and
- Manufacturer's official website or dealer software.

Net Price – The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s) and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer.

Non-OEM – Produced by a manufacturer or party other than the OEM.

Option – Options requested by the Customer specifically for the Construction and Industrial Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by

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the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.
Original Equipment Manufacturer (OEM) – The original Manufacturer of a Commodity.

Part – Repair or service parts for Base Equipment which meet the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry.

State – The State of Florida.

3. Scope of Work

3.1 Description of Scope

The Commodities (including Base Equipment; OEM and Non-OEM Options, Parts, Accessories, and Implements; and other products available through this Contract) shall be classified under the following Groups:

Group	Group Description
Group 1	EXCAVATORS: MINI/COMPACT TRACK EXCAVATORS (LESS THAN 70 HP)
Group 2	EXCAVATORS: TRACK EXCAVATORS (EQUAL TO OR GREATER THAN 70 HP)
Group 3	EXCAVATORS: WHEEL AND TRUCK MOUNT
Group 4	MOTOR GRADERS AND MAINTAINERS
Group 5	COMPACTORS/ROLLERS: ASPHALT, SOIL, AND LANDFILL
Group 6	DOZERS: CRAWLER
Group 7	DOZERS: WHEEL
Group 8	COMPACT TRACK AND MULTI TERRAIN LOADERS (LESS THAN 15,000 LBS. OPERATING WEIGHT)
Group 9	CRAWLER/TRACK LOADERS (GREATER THAN 15,000 OPERATING WEIGHT)
Group 10	WHEEL LOADERS
Group 11	SKID STEER LOADERS: WHEEL
Group 12	BACKHOE LOADERS: WHEEL
Group 13	INDUSTRIAL TRUCKS/FORKLIFTS
Group 14	FORKLIFT/TELESCOPIC HANDLERS, RIDING TYPE (INCLUDING ROUGH TERRAIN)
Group 15	POWER GENERATORS (EXCLUDES PORTABLE)

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Group 16	CONSTRUCTION EQUIPMENT: INCLUDES CONCRETE SAWS, PORTABLE CEMENT MIXERS, PORTABLE LIGHTS, OTHER (EXCLUDES HAND TOOLS AND EQUIPMENT THAT QUALIFIES FOR OTHER GROUPS)
Group 17	GOOSENECK, LOWBOY, AND HEAVY EQUIPMENT TRAILERS
Group 18	SPECIALTY TRAILERS: LANDSCAPE AND DUMP TRAILERS

The Contract is intended to cover only those Commodities generally used by the State of Florida as listed and described herein and does not include all varieties of equipment that are commercially available. The Department in its sole discretion shall determine eligibility and accessibility of all Commodities available and included under the Contract. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List and Price Sheet.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings or contract termination.

3.2 Commodity Specifications and Standards

The Contractor shall ensure that all Commodities, including all Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components, shall meet the following minimum requirements:

1. All Commodities shall be designed, constructed, equipped, assembled (except as specified in the Transportation and Delivery section in this SOW), and installed to be fully suitable for their intended use, purpose, and service. The Contractor is not required to install Parts purchased by the Customer unless specifically agreed to by the Customer and Contractor;
2. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of this SOW), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;
3. All Commodities shall be biodiesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;
4. All Commodities shall include all OEM standard features, equipment, and components, Manufacturer or Dealer installed according to the Manufacturer's standard procedures, requirements, and specifications;
5. All Commodities shall be free of damage and/or rust which may affect appearance or serviceability;
6. All Commodities shall be professionally designed, manufactured, installed, and serviced pursuant to the industry standard of care;
7. All Commodities shall comply with required state and federal laws, including but not limited to motor vehicle, mobile equipment, safety, and environmental laws; and
8. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

Contactor shall ensure that no Contractor or Dealer advertising or identification (name, logos, etc.) is on the Commodities, including Base Equipment, OEM and Non-OEM Options, Parts, Accessories, and Implements, and their respective features, equipment, and components. Manufacturer advertising or identification (name, model, logos, etc.) shall be permitted on the

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respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Department, in its sole discretion, shall determine what is Contractor or Dealer advertising or identification, what is Commodity Manufacturer's advertising or identification, and what advertising or identification is acceptable. The Contractor shall be responsible for removing, without damage, all unacceptable advertising or identification.

The Contractor may use Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers remain current with the Contractor's authorized Commodities and MSRP List. The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

3.3 Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities being provided. This includes, but is not limited to: Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities being provided. In addition, the Contractor is responsible for complying with any applicable federal or State legislation that becomes effective during the term of the Contract upon the legislation's effectiveness. The Contractor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor, whether as the Manufacturer or Dealer, shall contact the DMS Contract Manager immediately.

3.4 Testing

Samples of delivered Commodities may be selected at random by Customers or Department and tested for compliance with the requirements, specifications, terms, and conditions.

3.5 Warranty

The Contractor shall ensure that the Manufacturer's standard warranty shall cover all Commodities of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities specified herein that are sold to any federal, state, or local governments. The Manufacturer's standard warranty shall have a minimum term of one year from the acceptance section and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, then the Contract requirements, specifications, terms, and conditions shall prevail.

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3.6 Commodities Recall

In the event there is a recall of any of the Commodities, any of its components, or any parts incorporating the equipment ("Recalled Equipment"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer all reasonable assistance in locating and recovering any equipment or Recalled Equipment. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective Recalled Equipment are rectified, replaced and/or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to Recalled Equipment shall be at Contractor's own expense.

3.7 Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodities supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to complete one of the following at no additional cost to the Customer:

- Install or repair the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s), and their respective features, equipment, and components;
- Replace the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components; or OEM Options, Parts, Accessories, and Implements Non-OEM Options, Parts, Accessories, and Implements; and
- Refund the purchase price of the Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components to the Customer.

Any changes necessary after the delivery of the Customer's order that are required to bring a Commodity into compliance or compatibility due to an incorrect order fulfillment by the Contractor shall be accomplished at the Contractor's expense**.**

3.8 Commodities Title and Registration

Construction and Industrial Equipment delivered under the Contract shall be titled and registered by the Contractor in accordance with Florida law, including Chapters 319 and 320, Florida Statutes. The Contractor shall send any necessary form(s) that shall be signed by an authorized representative of the Customer with the Commodity upon delivery, and the Contractor shall obtain any necessary signatures and complete the titling and registration process for the Customer in a timely manner.

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In the event the Customer is permitted by law or policy to obtain title and registration independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer will notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide any documents necessary for the Customer to do so.

Customers may elect to transfer an existing license plate or may choose to obtain a new license plate.

- Transferring an existing license plate is the standard default order type and does not require specific notation on the Purchase Order. All related fees associated with transferring an existing license plate are included in the Base Equipment Net Price
  a) When obtaining a new license plate, the Customer should include a notation on the Customer Order and an additional amount to cover the cost of a new license plate. The Contractor is not required to obtain a new license plate for the Customer unless there is a notation and a new license plate fee is included on the Customer Order. All related fees except for the new license plate cost are included in the Base Equipment Net Price. The Customer's order notation for a new license plate shall include the request for a new license plate, the type of license plate required, and a contact person's name, title, and telephone number.
  b) The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

3.9 Transportation and Delivery

The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

1. Customers shall be notified within two Business Days when Commodities are not in stock or unavailable from the Manufacturer at the time of order. Commodities must be delivered within 180 Calendar Days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 Calendar Day timeframe, the Department's Contract Manager must be notified and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and timeframe for completion of the order.
2. Commodities in stock must be delivered within 14 Calendar Days after receipt of order or the receipt of the Commodities from the Manufacturer, with one exception – Commodities requiring post-Manufacturer or Dealer installed OEM or Non-OEM Options, Parts, Accessories, and Implements shall be delivered within 30 Calendar Days after receipt of the Commodities from the Manufacturer(s).

Delivery of the Commodity is defined as receipt of the Commodity at the Customer's designated location. Delivery does not constitute the Customer's acceptance. See section 3.12, Acceptance, in this SOW. The Contractor shall give the ordering Customer a minimum of one Business Day notice prior to delivery. Commodities shall be delivered as determined by the Customer.

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The Contractor shall deliver Commodities by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Commodity a maximum of three road miles, the self-propelled Commodity may be driven to the delivery location at Contractor's sole risk and expense. The Contractor shall comply with the Manufacturer's break-in requirements and all applicable traffic laws.

All self-propelled operator occupied Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the Customer's option, Commodities with less than one-quarter (1/4) tank of fuel at delivery may be rejected or $3.00 per gallon or gallon equivalent up to one-quarter of the Commodity's fuel tank capacity may be deducted from the invoice and payment.

The Contractor shall perform the standard Manufacturer's pre-delivery inspection and is responsible for delivering a Commodity that is properly serviced, clean, and in first class operating condition. The Contractor is required to perform the following, at a minimum, as part of its pre-delivery service:

1. Completely lubricate operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s) to proper operating condition(s);
4. Inflate tires to proper pressure;
5. Ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary and prohibited tags, stickers, papers, etc.;
7. Ensure that the awarded Commodity is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements, are thoroughly tested and ready for immediate operation upon delivery; and
8. Where applicable, ensure that the product is packaged in a manner which ensures safe delivery to the destination. Packaging shall comply with all federal, state, and local laws including but not limited to the requirements of section 403.7191, Florida Statutes. The Contractor shall mark each package to include the name of the Contractor, the State Term Contract number, the purchase or Customer Order number, and a brief description of the contents.

The Contractor shall deliver all Commodities with each of the following completed documents:

1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;
2. Copy of the ordering Customer's Purchase Order;
3. Copy of the applicable Manufacturer specification(s);
4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Commodity, including individual Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components and OEM Options, Parts, Accessories, and Implements in the shipment;
5. Manufacturer's Window Sticker(s), if applicable;
6. Manufacturer's Certificate of Origin, if applicable;
7. Manufacturer's Operator Manual, and (if not included in the operator manual) one each of the Manufacturer's lubrication and maintenance instructions;

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8. Copy of the Manufacturer's Standard Warranty Certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary Tag and twenty day Extension Tag, if applicable; and
11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.

Deliveries that do not include the above applicable forms and documents, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customers may be cause for default proceedings and/or Contract termination**.**

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of a Commodity that was previously rejected upon initial delivery.

3.10 Price Quote Form

For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer. All Commodities shall be itemized on the PQF and include applicable brand, model, and pricing information. The price quoted for Commodities shall not exceed the current Contract's Net Price to Customers. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

3.11 Acknowledgement of Order Form

For each order, the Contractor shall provide the ordering Customer with a fully completed Attachment 4, Acknowledgement of Order Form, within five Business Days of receiving the Customer's Order. The Contractor must use the Acknowledgment of Order Form and must not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed acceptance of the Order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

When the Contractor receives an order and does not have the ordered Commodities in stock and cannot deliver the Commodities to the Customer within fourteen calendar days, the Contractor shall notify the ordering Customer on the Acknowledgement of Order Form. When providing the Acknowledgment of Order Form the Contractor shall provide the Customer with the Manufacturer's order confirmation information and estimated delivery date.

Submission of the Acknowledgement of Order Form is the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. **Repeated failures by the Contractor to timely submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination**.

3.12 Acceptance

The Customer, within three Business Days of delivery, will inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered; Contract prices, discounts, requirements, specifications, terms, and conditions; Customer order; and

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Manufacturer's Window Sticker/Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer order. Additionally, the Customer should inspect the Commodity for any damage. The Contractor is obligated to correct any errors or damage. Failure by the Customer to discover an error or damage in the Commodity shall not relieve the Contractor from their obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

The Parties agree that inspection and acceptance shall be the Customer's responsibility and occur at the location of the Customer. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming said reports in writing within fifteen Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and Delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer-approved, corrective action.

Should the Commodity require service or adjustments as part of the Customer-approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory and the Commodity is re-delivered in acceptable condition. The costs of any transportation and delivery required as part of the initial or any re-deliveries due to error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

3.13 Installation

When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from

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damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

3.14 Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing Dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term. The Contractor shall promptly notify the Department of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or its approved Dealer actually performed the service. Notwithstanding the foregoing, the Contractor may offer Customers “after warranty” service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

3.15 Holidays

The Contractor shall provide Customers all Commodities during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year’s Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer, which will be detailed in the Customer’s order.

3.16 Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State’s P-Card. P-Card acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State’s new P-Card platform within 30 calendar days of notification of such change.

3.17 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier’s Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

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Through utilization of the punchout catalog model, a Florida buyer will “punch out” to a supplier’s website. Using the search tools on the supplier’s Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier’s punchout catalog site and the shopping cart (full of Products) is “brought back” to MFMP. No orders are sent to a supplier when the user exits the supplier’s punchout catalog site. Instead, the chosen Products are “brought back” to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
   This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN
   This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

3.18 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports, or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State’s Fiscal Quarter	30 calendar days after close of the period

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Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with the Preferred Pricing section of the Special Contract Conditions)	Annual	Contract Anniversary Date

3.19 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

3.20 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.
Quarter 2 – (October-December) – due 30 calendar days after the close of the period.
Quarter 3 – (January-March) – due 30 calendar days after the close of the period.
Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

3.21 Diversity Report

The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

3.22 Ad Hoc Reports

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

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3.23 Business Review Meetings

To maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables;
- Review of the Contractor's performance;
- Review of minimum required reports;
- Addressing of any elevated Customer issues; and
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

3.24 Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late and not received by the Contract Manager
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$100 per Calendar Day late and not received by the Contract Manager
Contractor will provide accurate Price Quote Forms to Customers	All Price Quote Forms will be provided to Customers with accurate information	Upon Customer request	$25 per order
Contractor will complete the Acknowledgement of Order Form for each order	All Acknowledgement of Order Forms will be provided to Customers	Within 5 business days of receiving the Customer's order	$50 per occurrence

The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal.

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3.25 MSRP List and Product Adjustments

The Contractor shall submit a complete MSRP List that includes all Commodities (i.e. Base Equipment; OEM Options, Parts, Accessories, and Implements; and Non-OEM Options, Parts, Accessories, and Implements) for each Manufacturer/ Brand Name and Group for which the Contractor received an award; the Commodities listed on the MSRP must match the Commodities listed on the Price Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, MSRP List Name, and MSRP List date. The Department shall be the final arbiter of MSRPs if an MSRP on the Contractor's MSRP List differs from the published MSRP. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the MSRP List by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may update existing product's MSRPs on the MSRP List to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update the existing product's MSRPs on the MSRP List by submitting a complete and revised MSRP List for Department review and approval.

Revised MSRP Lists, regardless of whether the Contractor is adding products or updating existing product's MSRPs, must be accompanied by a revised Price Sheet, as described in the Price Sheet and Price Adjustments section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List.

3.26 Price Sheet and Price Adjustments

The Contractor shall submit a complete price sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the price sheet must match the Commodities listed on the MSRP List. The price sheet is subject to the Department's approval. The price sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e. Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website;

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- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP (as shown on the current MSRP List);
- Discount (as shown on the Product Group Discount Sheet for the Commodity type); and
- Net Price to the Customer.

The Contractor may add products to the price sheet at any time during the life of the Contract by submitting a complete and revised price sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the price sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised price sheet. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's price sheet.

The Contractor may update existing product's MSRPs and Net Prices to the Customer on the price sheet to match the MSRPs published by the Manufacturer no earlier than twelve (12) months after the start date of the Contract and, thereafter, or no earlier than twelve (12) months after the date of the previous MSRP update. The Contractor may update exiting product's MSRPs and Net Prices to the Customer on the price sheet by submitting a complete and revised price sheet for the Department's review and approval. Price adjustments should be submitted to the Contract Manager during the months of January or July.

Revised price sheets, regardless of whether the Contractor is adding products or updating existing product's MSRPs and Net Prices to the Customer, must be accompanied by a revised MSRP List, as described in the MSRP List and Product Adjustments section, as well as a list of all changes made from the previously submitted version of the price sheet.

3.27 E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public Contract for at least one year after the date of such termination. The Department reserves the right to order the immediate termination of any Contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

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Contract No. 22100000-21-STC Construction and Industrial Equipment

Attachment 4 - Price Quote Form (PQF)

Instructions

Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the State Term Contract.

Contractor will need to refer to the Product Group Discount Sheet and the applicable price sheet on the State Purchasing website to locate the applicable % MSRP Discount.

For all Commodities quoted on the PQF, the MSRP Listing must also be provided to the Customer.

Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: $1532 or ($1532).

If the Contractor is offering an OEM or Non-OEM Options, Parts, Accessories & Implements from another Group, the Contractor must provide the Group letter in the OEM or Non-OEM Options, Parts, Accessories & Implements Items Description.

Awarded Contractor Information

Vendor Name:					
Street Address:					
City, State, Zip:					
Contact Person:		**Title:**			
Original Quote Date:		**Revised Quote Date:**		**Est. Delivery:**	
Phone #'s:	**Primary:**		**Secondary:**		
Email Address:					
Fax #:					

Requesting Customer Information

Agency Name:			
Contact Person:		**Title:**	
Phone #'s:			
Email Address:			
Fax #:			

Secondary Contact for Agency: (optional)

Contact Person:		**Title:**	
Phone #'s:			
Email Address:			
Fax #:			

Group	Group Description	UNSPSC Commodity Code*	Brand

Manufacturer's Item Code	Base Equipment Description	Page Number	QTY	MSRP $###,###.##	Base Equipment % Discount (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
						$ -	$ -	$ -

OEM Item Code(s)	OEM Options, Parts, Accessories, and Implements Description	Page Number	QTY	MSRP $###,###.##	OEM Discount % (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements						**$ -**	**$ -**	**$ -**

Non-OEM Item Code(s)	Non-OEM Options, Parts, Accessories, and Implements Description	Page Number	QTY	MSRP $###,###.##	Non-OEM Discount % (see Price Sheet)	Total Discount Dollars For One Unit	Net Price Per Unit	Total Price
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
						$ -	$ -	$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements						**$ -**	**$ -**	**$ -**
						$ -	$ -	$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements						**$ -**	**$ -**	**$ -**
Grand Total StateTerm Contract Price								**$ -**

Contractor Comments:	
Customer Comments:	

***UNSPSC = United Nations Standard Products and Services Commodity Code**

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Attachment 5
Acknowledgement of Order Form

ORDERING CUSTOMER: Click or tap here to enter text.

CONTACT PERSON: Click or tap here to enter text.

ADDRESS: Click or tap here to enter text.

CITY: Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

☒ **ORDER CONFIRMATION NOTIFICATION:**

Purchase Order Number Click or tap here to enter text. was received from the Customer on Click or tap here to enter text..

In accordance with State of Florida State Term Contract Number 22100000-21-STC, Construction and Industrial Equipment, the Acknowledgement of Order Form section in the Scope of Work, the order was placed with the Manufacturer on Click or tap here to enter text. and assigned the following Manufacturer's Production Number(s): Click or tap here to enter text..

We anticipate Delivery to your Delivery Location on or about Click or tap here to enter text..

For any correspondence, please reference your Purchase Order Number or the Production Number(s).

CONTRACTOR: Click or tap here to enter text.

ADDRESS: Click or tap here to enter text.

CITY: Click or tap here to enter text. **STATE:** FL **ZIP:** Click or tap here to enter text.

SIGNATURE: _____

Date: _____

ADDITIONAL COMMENTS (IF ANY): Click or tap here to enter text.

Note to Contractor: This form must be accurately and completely completed with specific information, numbers, dates, signature, etc. Adjustments to the form or alternate forms are not acceptable. Submission of the Acknowledgement of Order Form is to be the responsibility of the Contractor without prompting or notification by the Contract Manager or Customer. Repeated failures by the Contractor to submit completed Acknowledgement of Order Forms to the ordering Customers may be cause for default proceedings and Contract termination.

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CONTRACT AMENDMENT NO. 1
Contract No. 22100000-21-STC
Contract Name: Construction and Industrial Equipment

This Contract Amendment to Contract No. 22100000-21-STC ("Amendment") is made by and between the State of Florida, Department of Management Services ("Department") and Florida Coast Equipment, LLC ("Contractor"), with its principal place of business located at 346 Pike Road, Unit 7, West Palm Beach, FL 33411-3819, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into Contract No. 22100000-21-STC ("Contract") which became effective on July 29, 2021, for the provision of Construction and Industrial Equipment;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Section 6.9 Modification and Severability, of Attachment 1, Special Contract Conditions, to the Contract;

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. The Contract shall be amended as follows:

a. All references to the term "price sheet" throughout the Contract are hereby amended to read as "product sheet."

b. Section 5.4 Suspended, Convicted, and Discriminatory Vendor Lists, of Attachment 1, Special Contract Conditions is hereby deleted in its entirety and replaced with the following:

5.4 Suspended, Convicted, Discriminatory, and Antitrust Violator Vendor Lists.
In accordance with sections 287.042, 287.133, 287.134, and 287.137, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, Discriminatory Vendor List, or Antitrust Violator Vendor List during the term of the Contract.

c. Section 12.3 Inspection of Records, Papers, and Documents, of Attachment 1 Special Contract Conditions is hereby created with the following terms:

12.3 Inspection of Records, Papers, and Documents.
In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to

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monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

d. "Net Price" as defined in Section 2, Definitions of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

Net Price - The final price paid by the Customer after applying all MSRP discounts and MSRP Credits. The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges for the Commodity, including but not limited to packing, handling, freight, distribution, transportation, startup, pre-delivery, delivery, inspection, installation, construction, assembly, title, and registration. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Additional charges for a Commodity shall not be charged outside of the Net Price unless expressly authorized within the Scope of Work.

Charges and fees in excess of those that existed at the inception of the Contract may be extended to the Customer only if the amount of the increase is attributable to changes in market conditions. Prior to extending any such charge or fee to the Customer, the Contractor must request the Customer's approval by submitting documentation and justification for extending the amount of the charge or fee. The Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g., Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to the Customer. The amount of the charge or fee extended to the Customer shall not exceed the difference between the amount of the charge or fee at the time the Contractor requests the Customer's approval and the amount of the charge or fee that existed at the inception of the Contract. The Customer may approve or deny the charge or fee request. If deemed necessary by the Customer or the Contractor, the request may be escalated to the Department by submitting the same documentation that was submitted to the Customer to the Contract Manager. The Department reserves the exclusive right to approve or deny the escalated charge or fee request. If the charge or fee request is denied, the Contractor may withdraw the PQF. After obtaining written approval to extend the charge or fee, the approved amount of the charge or fee must be listed separately on the PQF The Contractor shall provide documentation of approval by the Customer or Department with the PQF that includes the charge or fee.

e. The first paragraph of Section 3.9, Transportation and Delivery of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

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3.9 Transportation and Delivery
The Net Price for Base Equipment, OEM and Non-OEM Option(s), Part(s), Accessory(ies), and Implement(s); and their respective features, equipment, and components shall include all charges. Packing, handling, freight, distribution, and delivery shall be included at no additional charge to the Customer. The Contractor may include shipping charges for OEM and Non-OEM Options, Parts, Accessories, and Implements that the customer orders separately from the Base Equipment. Transportation and Delivery shall be FOB Destination to any point statewide as follows:

f. Section 3.10, Price Quote Form of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.10 Price Quote Form
For all Customer requests the Contractor shall complete and submit an Attachment 3, Price Quote Form (PQF), to the Customer for the requested Commodities. For all Commodities quoted on the PQF, the current MSRP at the time of quote, the percent MSRP Discount as listed on the Product Group Discount Sheet and the Net Price must also be provided to the Customer. All Commodities and surcharges shall be itemized on the PQF and include applicable brand, model, and pricing information. The percent MSRP Discount shall not be less than the discount listed on the Product Group Discount Sheet. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's request for a quote. Customers are encouraged to seek more than one quote from the awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater percent discount off MSRP.

g. Section 3.13, Installation of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.13 Installation
When installation is required, the Contractor shall be responsible for placing and installing the Commodities or parts in the required locations at no additional charge (not applicable to Group 15: Power Generators). All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the Commodity or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, tools, rigging, labor, and materials required to install or replace the Commodities or parts in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work

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shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

h. Section 3.25, MSRP List and Product Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.25 MSRP List and MSRP List Adjustments

The Contractor shall submit a complete MSRP List that includes all Base Equipment~~,~~ and OEM Options offered for each Manufacturer/-Brand Name and Group for which the Contractor received an award; the MSRP List may include OEM Parts, Accessories, and Implements and Non-OEM Options, Parts, Accessories, and Implements. The Commodities listed on the MSRP List must match the Commodities listed on the Product Sheet. The MSRP List is subject to the Department's approval. The MSRP List shall include the following for each Commodity: The Manufacturer/Brand Model Number, the Manufacturer/Brand Item Description, and the MSRP at the time of submission. The Contractor shall include a cover page, which shall provide the applicable Group, Manufacturer/Brand Name, and MSRP List date. The Department shall be the final arbiter for any disputes as to the accuracy of the MSRP at the time a Price Quote Form is received by the requesting Customer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

The Contractor may add products to and remove products from the MSRP List at any time during the life of the Contract by submitting a complete and revised MSRP List. Revised MSRP Lists must be accompanied by a revised Product Sheet, as described in the 'Product Sheet and Product Sheet Adjustments' section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. Products added must be from a Manufacturer/Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. Products removed must be discontinued and no longer available from the Manufacturer. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's MSRP List.

i. Section 3.26, Price Sheet and Price Adjustments of Attachment 2, Scope of Work is hereby deleted in its entirety and replaced with the following:

3.26 Product Sheet and Product Sheet Adjustments

The Contractor shall submit a complete product sheet to include all Base Equipment and OEM Options, Parts, Accessories, and Implements for each Manufacturer/Brand and Group for which the Contractor received an award. The Commodities listed on the product sheet must match the Commodities listed on the MSRP List. The product sheet

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is subject to the Department's approval. The product sheet shall be provided in Excel format and include a separate tab for each Group. Each tab shall include, at minimum, the following information for each Commodity offered under that Group:

- Brand/Manufacturer Name (as shown on the Product Group Discount Sheet);
- Commodity Type (i.e., Base Equipment; OEM Option, Part, Accessory, or Implement);
- Model number or other identifier that Customers can use to locate the Commodity on the Manufacturer's website; Construction and Industrial Equipment
- Model number(s) of Base Equipment for and associated with the OEM Option, Part, Accessory, or Implement;
- Description;
- MSRP Discount (as shown on the Product Group Discount Sheet for the Commodity type).

The Contractor may add products to the product sheet at any time during the life of the Contract by submitting a complete and revised product sheet. Products added must be from a Manufacturer/ Brand Name for which the Contractor received an award and fall within the scope of a Group for which the Contractor received an award. The Contractor may delete products from the product sheet by providing a justification to the Department with approval from the Department. Any product deletions require the Contractor to submit a complete and revised product sheet, and shall include a revised MSRP List, as described in the "MSRP List and MSRP List Adjustments" section of the Scope of Work, as well as a list of all changes made from the previously submitted version of the MSRP List. The Contractor shall immediately notify the Department in writing if the Contractor is unable to provide the awarded Manufacturer/Brand. The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities under the Contract from the Contractor's product sheet.

II. Conflict. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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CONTRACT AMENDMENT NO. 1
Contract No. 22100000-21-STC
Contract Name: Construction and Industrial Equipment

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Amendment and have executed it by their duly authorized representatives on the dates indicated below.

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
5E91A9D369EB47C...

Name: Pedro Allende

Title: Secretary

Date: 9/13/2022 | 10:39 AM EDT

Contractor:
Florida Coast Equipment, LLC

DocuSigned by:
By: Joe Moreno
6438057C1790413...

Name: Joe Moreno

Title: Government Sales

Date: 8/19/2022 | 5:06 PM EDT

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 2
Contract No.: 22100000-21-STC
Contract Name: Construction and Industrial Equipment

This Contract Amendment No. 2 ("Amendment") to Contract No. 22100000-21-STC ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Florida Coast Equipment, LLC ("Contractor"), with its principal place of business located at 1401 Forum Way, Suite 100, West Palm Beach, FL 33401 collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract, effective on July 29, 2021 for the provision of Construction and Industrial Equipment;

WHEREAS the Parties agree to renew the Contract as provided for in Attachment 2, Special Contract Conditions (Florida), subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutal agreement as provided in Attachment 2, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal. The Contract is renewed for a period of three years pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of June 30, 2027**.**

II. Contract Amendment. Contract Attachment 1, Additional Special Contract Conditions (Florida), is hereby deleted and replaced in its entirety with the attached Contract Attachment 1, Additional Special Contract Conditions.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 2
Contract No.: 22100000-21-STC
Contract Name: Construction and Industrial Equipment

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

State of Florida:
Department of Management Services

DocuSigned by:
By: Tom Berger
4810BB6123514E1...

Name: Tom Berger
Title: Deputy Secretary of Business Operations
Date: 11/20/2023 | 10:38 AM EST

Contractor:
Florida Coast Equipment, LLC

DocuSigned by:
By: Joe Moreno
6438057C1790413...

Name: Joe Moreno
Title: Government Sales
Date: 11/20/2023 | 8:58 AM EST

DocuSign Envelope ID: FC89B0FF-8688-4BED-B139-204D6C4E6794

Department of MANAGEMENT SERVICES
We serve those who serve Florida

Attachment 1
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

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is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

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5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

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(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b)

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programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Construction and Industrial Equipment (22100000-21-STC)

Price Quote Form (PQF)

Updated 9/7/2021

Instructions

Contractor will need to fill in the fields that are in white. Please fill in the requested information as per the requirements of the state term contract.

Contractor will need to refer to the Product Group Discount Sheet and/or applicable price sheet on the contract website to locate the applicable Discount %.

For all Base Equipment and OEM and Non-OEM Options, Parts, Accessories, and Implements quoted on the PQF, the MSRP List must also be provided to the Customer.

Please enter MSRP credits as a negative number or with parenthesis in front of the MSRP. The quantity should be a whole number. Example: $1532 or ($1532).

If the Customer requests an OEM or Non-OEM Option, Part, Accessory, or Implement from a Group that is different than that of the Base Equipment, the Contractor must provide the Group number in the OEM or Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description field. Example: If the Base Equipment requested is from Group 1 and the Customer is also requesting a loader which is only provided in Group 2, the Contractor should indicate "DMS 260 Loader (from Group 2)".

Awarded Contractor Information

Contractor Name:	Florida Coast Equipment				
Street Address:	357 Pike Rd				
City, State, Zip:	West Palm Beach, FL 33411				
Contact Person:	Casey Gifford	**Title:**	Government Sales		
Original Quote Date:	10/10/2025	**Revised Quote Date:**	10/15/2025	**Est. Delivery:**	
Phone #'s: **Primary:**	954-916-1020 ext 2241		**Secondary:**	786-930-0708	
Email Address:	cgifford@floridacoasteq.com				
Fax #:					

Requesting Customer Information

Agency/Eligible User Name:	Village of Palm Springs				
Contact Person:	Mike Wood	**Title:**			
Phone #'s: **Primary:**	561-723-3855		**Secondary:**	561-281-1900	
Email Address:	mwood@vpsfl.org				
Fax #:					

Secondary Contact for Customer (Optional)

Contact Person:		**Title:**			
Phone #'s: **Primary:**			**Secondary:**		
Email Address:					
Fax #:					

Group	Group Description	UNSPSC Commodity Code*	Manufacturer/Brand
1	Excavators: Mini/Compact Track Excavators (Less than 70 Hp)	22101526	Kubota

Base Equipment Model Number	Base Equipment Description	QTY	MSRP $###,###.##	Base Equipment Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
KX033-4R3A	Excavator, Rubber Tracks, A/C Cab, Angle Dozer	1	$ 66,378.00	20.53%	$ 13,627.40	$ 52,750.60	$ 52,750.60

OEM Item Model Number	OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description	QTY	MSRP $###,###.##	OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
K7870A	Quick Attach Coupler	1	$ 1,464.00	5.00%	$ 73.20	$ 1,390.80	$ 1,390.80
K7872A	12" Quick Attach Trenching Bucket	1	$ 1,497.00	5.00%	$ 74.85	$ 1,422.15	$ 1,422.15
77700-13484A	Radio kit	1	$ 325.40	5.00%	$ 16.27	$ 309.13	$ 309.13
77700-10659	Keyless Start Kit	1	$ 791.64	5.00%	$ 39.58	$ 752.06	$ 752.06
K7910A	Hydraulic Thumb Kit	1	$ 4,145.00	5.00%	$ 207.25	$ 3,937.75	$ 3,937.75
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
SUBTOTAL: OEM Options, Parts, Accessories, and Implements CONTINUED					$ -	$ -	$ -
TOTAL COST: OEM Options, Parts, Accessories, and Implements					**$ 411.15**	**$ 7,811.89**	**$ 7,811.89**

Non-OEM Item Model Number	Non-OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description	QTY	MSRP $###,###.##	Non-OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
1MDCG365292BNS	Werk-Brau 36" Ditching and Grading bucket with	1	$ 2,490.00	5.00%	$ 124.50	$ 2,365.50	$ 2,365.50
	Bolt on cutting edge				$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -
SUBTOTAL: Non-OEM Options, Parts, Accessories, and Implements CONTINUED					$ -	$ -	$ -
TOTAL COST: Non-OEM Options, Parts, Accessories, and Implements					**$ 124.50**	**$ 2,365.50**	**$ 2,365.50**
Grand Total State Term Contract Price							**$ 62,927.98**

Contractor Comments:	
Customer Comments:	

***UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Product Group Discount Sheet for the code(s) applicable to each Group.**

OEM Options, Parts, Accessories, and Implements CONTINUED							
OEM Item Model Number	OEM Option, Part, Accessory, or Implement Manufacturer/Brand and Description	QTY	MSRP $###,###.##	OEM Discount % (see Product Group Discount Sheet)	Discount Dollar Amount Per Unit	Net Price Per Unit	Total Price
					$ -	$ -	$ -
					$ -	$ -	$ -
					$ -	$ -	$ -

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Public Works

ITEM #6: Fourth Addendum to the Agreement with Shellard Lighting Designs LLC for Holiday Tree Lighting and Decorations

SUMMARY: Through a Village-issued competitive selection process (RFP No. 2024R-005), Shellard Lighting Designs, LLC was awarded a contract on September 26, 2024, for the supply, installation and maintenance of holiday lighting and decorations throughout the Village. Since the agreement went into effect, the Village has executed three addendums to the original contract to include additional decorations, lighting, and a Christmas tree.

The proposed fourth addendum with Shellard Lighting Designs, LLC will incorporate new holiday lighting at the newly constructed Greenbrier Drive gateway entrance, as well as additional lighting and decorations for the sidewalk adjoining the Police Department to the Village Hall courtyard. The cost of this addendum shall not exceed $20,725.00 and will be shared between the Police Department ($6,600.00) and Public Works ($14,125.00). With this amendment, the total contract value will be $83,248.50.

FISCAL IMPACT:
The fourth addendum is at a cost not to exceed $20,725.00, and is being funded from Public Works account #01441-53400 ($14,125) and Police Department account #01229-54400 ($6,600).

ATTACHMENTS:
1. Fourth Addendum to Shellard Lighting

FOURTH ADDENDUM TO AGREEMENT FOR HOLIDAY TREE LIGHTING AND DECORATIONS

THIS FOURTH ADDENDUM ("Fourth Addendum") is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **Shellard Lighting Designs**, **LLC**, a limited liability company authorized to do business in the State of Florida ("Contractor").

WHEREAS, the Village and Contractor entered the Agreement for Holiday Tree Lighting and Decorations on September 26, 2024, pursuant to the terms of the Request for Proposals #2024R-005 ("RFP"); and

WHEREAS, the Village desires to add to the Agreement additional tree lighting and decorations to be installed at the Village's Police Department and Greenbrier entrance way ("Additional Services"); and

WHEREAS, the Contractor has provided the Village with a proposal for the Additional Services; and

WHEREAS, the Village and Contractor desire to enter this Fourth Addendum for the Additional Scope to be added to the Agreement and for other purposes; and,

WHEREAS, the Village finds the execution of this Fourth Addendum serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Fourth Addendum and contained within the Agreement and Fourth Addendum, the sufficiency of which is acknowledged by both parties, the Village and Contractor agree as follows:

SECTION 1 – RECITALS AND ANTI-HUMAN TRAFFICKING

1.1 The foregoing recitals are incorporated into this Fourth Addendum as true and correct statements and made apart hereof.

1.2 By signing this Fourth Addendum as set forth below, Contractor's authorized representative attests that Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 2 – AMENDMENT FOR ADDITIONAL SERVICES

2.1 As set forth in the Contractor's proposal attached hereto as **Exhibit "A"** and incorporated herein, the Contractor shall provide the Additional Services described therein. For said Additional Services, the Village shall pay the Contractor the total amount set forth in Exhibit "A". No additional amounts shall be paid by the Village for the Additional Services unless the Agreement is duly amended by the parties.

SECTION 3 – ENTIRE AGREEMENT AND COUNTERPARTS

3.1 Entire Agreement. The parties agree that the Agreement, the Fourth Addendum, and this Fourth Addendum set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Fourth Addendum may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

3.2 This Fourth Addendum may be executed in counterparts, each of which shall be an original, but all of each shall constitute one and the same document. The parties agree to accept the execution and delivery of this Fourth Addendum by electronic means (e.g., email, fax, etc.) and shall treat the same as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Addendum to the Agreement for Holiday Tree Lighting and Decorations to be executed as of the day and year set forth above.

ATTEST: **VILLAGE OF PALM SPRINGS**

By:_____ By:_____
Kimberly Wynn, Village Clerk Michael Bornstein, Village Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

CONTRACTOR: **Shellard Lighting Designs, LLC**

By: _____
[Corporate Seal] Print Name: _____
Print Position:_____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of □ physical presence or □ online notarization on this ____ day of _____ 2025, by _____, as the _____ [title] of Shellard Lighting Designs, LLC, a company authorized to do business in the State of Florida, who is □ personally known to me or □ who has produced_____ as identification, and who did take an oath under penalty of perjury that the facts stated above with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Shellard Lighting Designs, LLC, to the same.

EXHIBIT "A"

Contractor's Proposal for Additional Services

Shellard
LIGHTING DESIGNS, LLC

REQUEST FOR PROPOSAL:

Palm Springs PD Walkway and Greenbriar

Area A: Walkway to PD from Courtyard

1. We will line the sidewalk from the courtyard to the police department with **purple** and **blue** arches. The arches will be roughly 10ft tall. They will be spaced every 12-13ft. We will also light the trunks and collars of 6 sable palms. The trunks will be warm white, and the collars will alternate between **blue** and **purple**.

    - 12 arches total (6 **blue**, 6 **purple**)
    - 48 sets total

COST: 12 arches at $450.00 each = $5400.00

COST: 48 sets at $25.00 each = $1200.00

TOTAL COST: $6600.00

Area B: Greenbriar and Congress Exit Side

1. On the exit side monument, we will outline the sides and top wall with warm white C7s on white wire.

    - 211ft total

COST: 211ft at $5.00 a foot = $1055.00

2. We will light the trunks and branches of 2 oak trees in front of the monument wall with warm white LEDs. We will light the canopies of all 5 oak trees with warm white G50s. Every 5th bulb twinkles. *photo attached for visual

    - 45 sets total for the trunks and branches
    - 1800ft G50 total

COST: 45 sets at $25.00 each = $1125.00

COST: 1800ft at $2.00 each = $3600.00

3. We will light the trunks and fronds of 2 royal palm trees with warm white LEDs. Each tree will have 10 fronds lit.

    - 23 sets total for the trunks
    - 20 sets total for the fronds

COST: 43 sets at $25.00 each = $1075.00

Area C: Greenbriar and Congress Entrance Side

1. Outline the sides and top side of the monument wall with warm white C7s.

    - 299ft C7s total

COST: 299ft at $5.00 a foot = $1495.00

2. We will light the trunks and branches of 2 oak trees in front of the monument wall with warm white LEDs. We will light the canopies of all 5 oak trees with warm white G50s. Every 5th bulb twinkles.

    - 45 sets total for the trunks and branches
    - 1800ft G50 total

COST: 45 sets at $25.00 each = $1125.00

COST: 1800ft at $2.00 each = $3600.00

3. We will light the trunks and fronds of 2 royal palm trees with warm white LEDs. Each tree will have 10 fronds lit.

    - 22 sets total for the trunks
    - 20 sets total for the fronds

COST: 42 sets at $25.00 each = $1050.00

TOTAL COST: $20,725.00

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Public Works

ITEM #7: Right of Way Deed for a portion of 3256 2nd Ave North

SUMMARY: The Village is in the process of reconstructing the right of way on 2nd Ave North from Congress Avenue to Lake Worth Road. The improvements consist of stormwater upgrades, sidewalk, roadway and safety improvements. Throughout the design process, the property surveys that were conducted determined that there were existing property lines that extended into the assumed right of way which conflicted with the proposed engineering design for the corridor. The Village has been reaching out to these property owners and asking for dedication of the right of way to the Village for the benefit of the project.

The property owner at 3256 2nd Avenue North has agreed to dedicate the north 15 feet of his parcel to the Village at no cost. The dedicated right of way is being conveyed and assigned to the Village.

FISCAL IMPACT:
The dedication of the north 15' of this parcel does not carry a fiscal impact as the property owner is conveying this portion of the parcel at no cost.

ATTACHMENTS:
1. Resolution No. 2025-63 Resolution for Right of Way Deed for 3256 2nd Ave North
2. ROW Deed - 3256 2nd Ave N (executed)
3. PAPA Aerial

RESOLUTION NO. 2025-63

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ACCEPTING THE RIGHT-OF-WAY DEED FROM EMMANUEL BAPTIST CHURCH OF THE PALM COUNTY, INC. FOR A PORTION OF THE PROPERTY GENERALLY LOCATED AT 3256 2ND AVENUE NORTH TO BE USED BY THE VILLAGE FOR RIGHT-OF-WAY; PROVIDING DIRECTIONS TO THE VILLAGE CLERK FOR RECORDING AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Emmanuel Baptist Church of the Palm Beach County, Inc,. ("Owner") is the current owner of the real property generally located at 3256 2nd Avenue (Parcel Control Number 70-43-44-19-20-071-0010 ("Property"); and

WHEREAS, the Owner desires to develop the Property or a portion thereof; and

WHEREAS, as a condition of development, the Village requested that the Owner deed to the Village a portion of the Property to be utilized for Right-of-Way purposes; and

WHEREAS, the Owner is agreeable to deeding that portion of the Property identified in the Right-of-Way Deed, which is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Village desires to accept the Right-of-Way Deed from the Owner; and,

WHEREAS, based on the foregoing, the Village Council has determined that accepting the Right-of-Way Deed from the Owner is in the best interest of the Village and serves a valid public purpose.

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

Section 1. The recitals set forth above are incorporated into this Resolution as true findings of fact by the Village Council.

Section 2. The Village of Palm Springs hereby accepts the Right-of-Way deed, which is attached hereto as Exhibit "A" and incorporated herein.

Section 3. The Village Clerk is directed to record the Right-of-Way Deed in the official records in and for Palm Beach County, Florida.

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
KIM SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JOHNNIE TIECHE, COUNCIL.MEMBER	☐	☐	☐
PATTIE WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this **13TH** day of **November 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

Prepared by:
Village of Palm Springs
Village Attorney Christy Goddeau
226 Cypress Lane
Palm Springs, FL 33406

Portion of PCN: 70-43-44-19-20-071-0010

RIGHT-OF-WAY DEED

THIS INDENTURE made this _____ day of _____, 2025, by and between, **EMANUEL BAPTIST CHURCH OF PALM BEACH COUNTY, INC.**, a Florida not-for-profit corporation with a mailing address of 3256 2nd Avenue North, Lake Worth Beach, FL 33461, as party of the first part and **VILLAGE OF PALM SPRINGS**, a Florida municipal corporation, with a mailing address of 226 Cypress Lane, Palm Springs, FL 33461, as party of the second part.

WITNESSETH

That said party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, remise, release, convey, quit claim and confirm unto the part of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following-described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See **Exhibit "A"** attached hereto ("ROW Property" hereafter).

This Deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, said ROW Property for public highway, street, drainage and utility purposes; and is made, executed and delivered with the express understanding and condition that should the ROW Property ever be abandoned and its uses discontinued, the title to same shall thereupon revert to and revest in the party of the first part or assigns.

That this Deed shall be subject only to those easements, restrictions, and reservations of record. The party of the first part agrees to provide for the release of any and all mortgages or liens encumbering the ROW Property. Except for the existing driveway for ingress and egress, the party of the first part also agrees to erect no building or effect any other kind of construction or improvements upon the ROW Property.

Party of the first part does hereby fully warrant the title to said ROW Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it have good right and lawful authority to grant the above-described ROW Property and that the same is unencumbered. Where the context of this Deed allows or permits, the same include the successors or assigns of the parties.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, in law or in equity to the only proper use, benefit, and behalf of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, said party of the first part has hereunto set their hand and seal the date first above written.

Signed, sealed and delivered in the presence of two witnesses:

Guerline Francois
Signature of First Witness

Print Name: Guerline Francois
Address:

Sandra Alicastro
Signature of Second Witness

Print Name: SANDRA ALICASTRO
Address: 5762 Okeechobee Blvd 33417

PARTY OF THE FIRST PART:

Emanuel Baptist Church of Palm Beach County, Inc.

By:
Print Name: Gomeu Charles
Print Title: PASTOR

[Corporate Seal]

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 1 day of April, 2025, by Gomeu Charles, as the Pastor of Emanuel Baptist Church of PBC, Inc., a Florida not-for-profit corporation, who [ ] is personally known to me or [ ] has produced FL Driver's Lic as identification.

[Notary Seal]

SANDRA ALICASTRO
Commission # HH 513163
Expires May 27, 2028

Sandra Alicastro
Notary Public - State of Florida
Printed Name: SANDRA ALICASTRO

EXHIBIT "A" TO ROW DEED
ROW PROPERTY

The North 15 feet of the following described parcel of land:

Beginning at the Northeast corner of Tract 71 in Section 19, Township 44 South, Range 43 East, according to the Plat thereof recorded in Plat Book 6, Page 66, South a distance of 305 feet; thence West 70 feet; thence North 305 feet; thence East 70 feet; to the Point of Beginning, said lands lying and situate in Palm Beach County, Florida.

A portion of PCN: 70-43-44-19-20-071-0010

THE VILLAGE OF PALM SPRINGS FLORIDA

N

GRAPHIC SCALE

0 15' 30' 60'

KESHAVARZ & ASSOCIATES
Civil Engineers • Land Surveyors
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Tel: (561) 689-8600
Certificate of Authorization No.4897

PROJECT NO.
20-1350

DATE
05/06/24

2ND AVENUE NORTH PROPOSED EASEMENTS LOCATION

ADDRESS
3256
3258

Reset

Select Language

DOROTHYJACKS CFA, AAS
Palm Beach County Property Appraiser
We Value What You Value

Search by Address, Owner, or PCN

Return

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View Property Record | Print

OWNERS

EMANUEL BAPTIST CHURCH OF PBC INC

PROPERTY DETAIL

LOCATION
3256 2ND AVE N

MUNICIPALITY
PALM SPRINGS

PARCEL NO.
70-43-44-19-20-071-0010

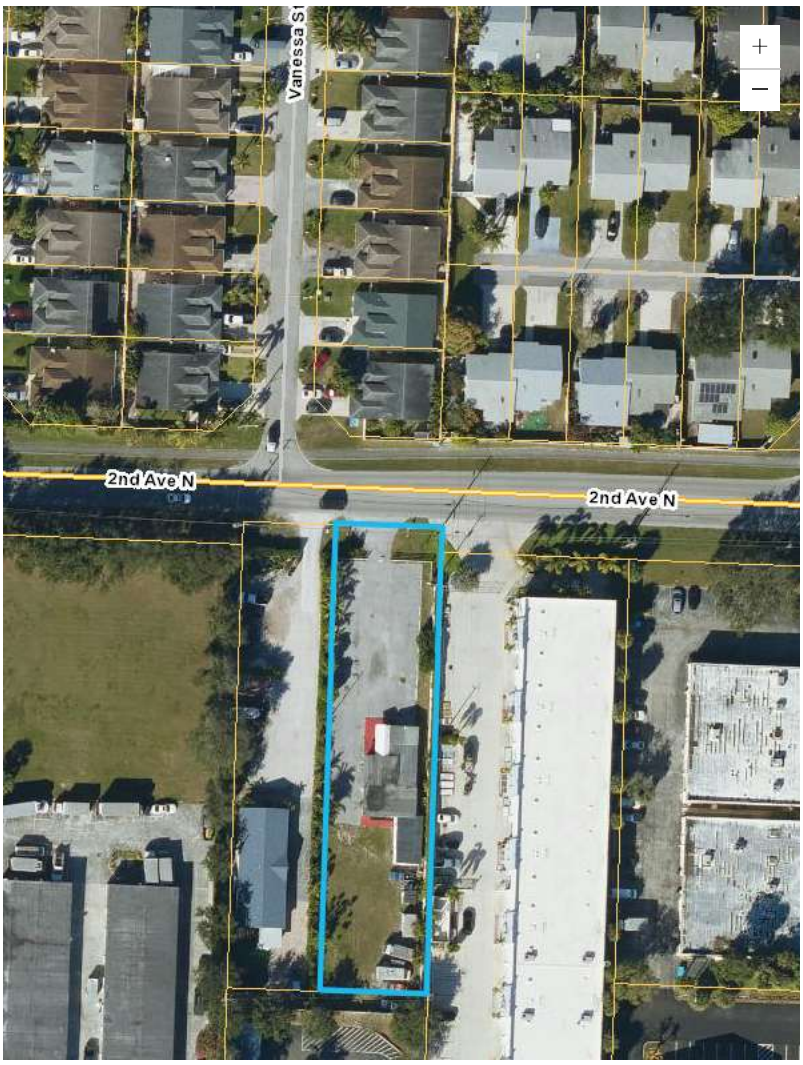
SUBDIVISION
SUB 19-44-43

BOOK/PAGE
30287/913

SALE DATE
11/29/2018

MAILING ADDRESS
3256 2ND AVE N
LAKE WORTH BEACH FL 33461 3657

USE TYPE
7100 - RELIGIOUS



Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Utilities

ITEM #8: Bulk Solar Salt Contract — Cooperative Purchasing — Utilities Department (FY 2026 Budget Funded - Water & Sewer Enterprise Fund)

SUMMARY: The Utilities Department purchases solar chloride (solar salt). A critical chemical component in the Village's MIEX water treatment process assists in pre-treatment by removing organic contaminants, enabling the Village to provide higher-quality water for our customers. Currently, the Village utilizes Morton Salt to assist with these products.

In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommends that the Village use the current Southeast Florida Governmental Purchasing Cooperative (Co-Op) contract to ensure the lowest possible price. The City of Boca Raton, the Lead Agency for the Co-Op, completed a competitive selection process for Solar Salt (Bulk), Delivery & Supply (Bid No. 2021-013 NP). The contract was awarded to Morton Salt, Inc. and was approved by the City of Boca Raton on May 27, 2025. The bid documents are on file with the Procurement Manager.

If approved, the Village would accept Morton Salt, Inc.'s pricing by utilizing the City of Boca Raton's cooperative purchasing contract, including all terms, conditions, and pricing therein. The term of the proposed Agreement would expire on September 30, 2027, and may be renewed for three (3) additional one (1) year periods. The price for supplying bulk solar salt to the Village's water treatment plants will be $182.85 per ton. The Village will not expend more than the amount in the approved budget, as it may be adopted/amended yearly for these goods and services over the contract term.

The Village Attorney prepared and reviewed the proposed Agreement with the Utilities Director, Assistant Utilities Director, and Finance Director.

The Village has worked with the proposed vendor and has received excellent service and a quality product.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2026 Budget - Water & Sewer Enterprise Fund. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. City of Boca Raton - Invitation to Bid
2. City of Boca Raton - Bid Tabulation

3. City of Boca Raton - Council Award
4. Cooperative Purchase Solar Salt agreement 10.27.2025

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

CITY OF Boca Raton

PURCHASING DIVISION
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

Invitation to Bid
NO. 2025-013-NP
Solar Salt (Bulk) Supply & Delivery

Table of Contents

SECTION I – Terms, Conditions and Specifications
• General Conditions • Special Conditions • Technical Specifications and Statement of Work
SECTION II – Bid Response
• Bidder Certification Form • Qualification of Bidder Form • Questionnaire • Drug Free Workplace Form • Scrutinized Companies Form • Affidavit Attesting to Noncoercive Conduct • Affidavit Regarding Entities of Foreign Countries
SECTION III – Bid Pricing
• Refer to eSourcing Portal (Ion Wave) “Line Items” tab

GENERAL TERMS AND CONDITIONS

These general terms and conditions are standard for all contracts for commodities or services issued through the City of Boca Raton Purchasing Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard general terms and conditions for a particular contract by indicating such change in any document related to the Invitation to Bid (ITB).

1 INSTRUCTIONS TO BIDDERS

1.1 STATEMENT OF PRECEDENCE OF GENERAL TERMS AND CONDITIONS: Any and all Special Conditions contained in this ITB that may be in conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

1.2 GENERAL INFORMATION: These documents as listed in the Table of Contents, TOC-1, constitute the complete set of specification requirements and Bid forms. The Bid submittal, including all Bid sheets and attachments, must be filled in completely, executed and submitted. Bid Tabulations and Award Recommendations will be posted on the Purchasing Division Website at https://www.myboca.us/230/Purchasing-Division.

1.3 BIDDER NOTIFICATION: Notice of the ITB's will be emailed to Bidders who have fully registered on the City's online registration system. The City maintains automated vendor e-mail lists for each specific commodity code for sending the ITB. Unregistered Bidders may request a notice of a particular Bid, which will be emailed within a reasonable time frame, for that Bid only. The emailing of one ITB notice to Bidder, or a Bid in return, will not register a Bidder on the City's registration system. Bidders may register on the City's website by visiting https://www.myboca.us/244/Supplier-Registration

1.4 SUBMISSION, RECEIPT, AND OPENING OF BIDS: No Bid shall be considered unless received prior to the Bid opening date and time. No Bidder shall submit more than one Bid response to the ITB. Multiple Bid responses from same Bidder shall be cause for City to reject all Bids from that Bidder.

1.5 Bidders shall submit their Bid document via electronic transmission using the City of Boca Raton eSourcing Portal located at https://brpurch.ionwave.net/Login.aspx .

1.6 Bids will be publicly opened in the Purchasing Office, City Hall, 201 W. Palmetto Park Road, Boca Raton, FL or other designated area. Bids will be opened, tabulated and made available for review by Bidders and the public in accordance with applicable regulations.

1.7 ADDENDUMS: The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City. It shall be the responsibility of each Bidder, during and prior to Bid submittal to visit the City of Boca Raton Purchasing Division Bidding Opportunities link at https://brpurch.ionwave.net/CurrentSourcingEvents.aspxand to constantly monitor for the latest updates.. All perspective bidders will receive email notifications from the City of Boca eSourcing Portal. The City shall not be responsible for providing notice of addenda to potential Bidders who receive a Bid package from other sources.

1.8 NO BIDS: If you do not intend to Bid, indicate the reason and submit a no-bid response statement through the eSourcing Portal.

2 DEFINITIONS:

2.1 BIDDING DEFINITIONS

The City will use the following definitions in its General Terms and Conditions, Special Conditions, technical specifications, statement of work, instructions to bidders, addenda, and any other document used in the bidding process:

Award – The written notice of the acceptance of a Bid deemed by the proper authority of the City to be in the best interests of the City.
Bid – a price and terms quote received in response to an ITB.
Bidder/Supplier – Person or firm submitting a Bid.
Business Days – Monday through Friday, excluding National Holidays
Calendar Days – Monday through Sunday, including National Holidays

Contract – Any agreement, regardless of style or form, for the procurement of commodities, services, or construction.
Contractor – Successful Bidder who is awarded a Purchase Order, award Contract, or Term Contract to provide goods or services to the City.
Days – Calendar Day, Monday through Sunday, including National Holidays
Invitation to Bid (ITB) – All documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids.
May – Denotes the permissive.
Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
Responsive Bidder – A person who has submitted a Bid that conforms in all material respects to the requirements set for in the ITB, or solicitation.
Shall – Denotes the imperative.
Successful Bidder - The best, qualified, Responsible, and Responsive Bidder to whom the City makes an award.
City of Boca Raton eSourcing Portal – the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.

3 BIDDING AND AWARD PROCEDURES

3.1 BIDS FIRM FOR ACCEPTANCE: Bidder warrants, by virtue of bidding, that the Bid and the prices quoted in the Bid will remain valid for acceptance by the City for a period of ninety (90) days from the date of Bid opening.

3.2 AWARD AND REJECTION OF BIDS:
The City will award to the low Responsive Responsible Bidder whose product or service meets the terms, conditions, and specifications of the ITB as deemed in the City's best interest.

The City reserves the right to:
(1) accept or reject any or all Bids, part of Bids, and to waive minor irregularities or variations to specifications contained in Bids, and minor irregularities in the bidding process, and at its discretion, request a re-bid; (2) award the Contract in accordance with the Special Conditions.

In determining the responsiveness of the offer and the responsibility of the Bidder, the following may be considered when applicable: (1) the ability, capacity and skill of the Bidder to perform as required; (2) whether the Bidder can perform promptly, or within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (4) the quality of past performance by the Bidder; (5) the previous and existing compliance by the Bidder with related laws and ordinances; (6) the sufficiency of the Bidder's financial resources; (7) the availability, quality and adaptability of the Bidder's supplies or services to the required use; and (8) the ability of the Bidder to provide future maintenance, service or parts.

The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Failure of Bidder to comply with the conditions set forth in the ITB may result in the Bid being considered non-responsive by the City.

3.3 PRICES QUOTED: Bidder shall deduct trade discounts, and quote firm net prices. If required, the Bidder shall give both unit price and extended total. In the case of a discrepancy in computing the amount of the Bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be Bid separately. No attempt shall be made by the Bidder to tie any item or items contained in the ITB with any other business with the City.

3.4 MISTAKES: Bidders are cautioned to examine all documents pertaining to the ITB. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail, and the Bidder's total will be corrected accordingly.

3.5 TAXES: The City of Boca Raton is exempt from Federal and State taxes on direct purchase of tangible property. The Purchasing Office will supply the Successful Bidder with an exemption certificate or it may be obtained from the City's website at https://www.myboca.us/239/Supplier-Information-Help. Vendors or Contractors doing business with the City of Boca Raton shall not be exempted from paying sales tax to their suppliers for materials to fulfill

contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

3.6 BUSINESS TAX RECEIPT: Bidder shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the Bid.

3.7 CONTRACTOR LICENSE: The Bidder Name identified on the Signature of Bidder form shall be fully licensed, to the extent required by Florida or Federal law, at time of Bid opening for type of work to be performed in order for their Bid to be considered. County or locally licensed contractors must be registered with the State of Florida DBPR Construction Industry Licensing Board at time of Bid opening. Copies of all applicable certificates, registrations and licenses must be submitted with the Bid and must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.

3.8 WARRANTIES OF USAGE: Any quantities listed in the ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. The City reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

3.9 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS: Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. An alternate will be considered, but shall be equal to or better in quality to what was specified and must include descriptive literature and/or specifications. It is the Bidder's responsibility to provide adequate information regarding an alternate to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, the Bid may be rejected. The determination as to whether any alternate is equal or better or is not equal shall be made solely by the City of Boca Raton and such determination shall be final and binding upon all Bidders.

3.10 MINIMUM AND MANDATORY SPECIFICATIONS: The Bid specifications may include items that are considered minimum or required. If any Bidder is unable to meet, or exceed these items, and is of the opinion that the specifications are overly restrictive, Bidder must notify the Purchasing Division immediately. Such notification must be received in writing by the Purchasing Office prior to the deadline contained in the Special Conditions, for questions of a material nature, or prior to seven (7) business days before Bid due date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications and statement of work to be acceptable to all Bidders and all objections are waived by the Bidder.

3.11 SAMPLES AND DEMONSTRATIONS: Samples or inspection of product may be requested by the City to determine suitability. Samples shall be requested after the date of Bid opening, and if requested, shall be provided by Bidder to the City within seven (7) business days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, and upon request of the Bidder, will be returned within thirty (30) days of Bid award at Bidder’s expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a location selected by the City. Failure to provide samples or demonstrations as specified by the City may result in rejection of the Bid.

3.12 PUBLIC RECORDS: Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with an ITB response, as provided by Florida law, are public records.

3.13 DRUG FREE WORKPLACE PROGRAMS: Preference shall be given to business with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, the Bidder that provided proof to the City that it has a written Drug Free Work Place program shall be given preference in the award process.

3.14 LEGAL REQUIREMENTS: Bidder shall comply with applicable provisions of all federal, state, county laws, City of Boca Raton Code of Ordinances, rules and regulations and the City of Boca Raton Procurement Code. Lack of knowledge of any such provision, by any Bidder, shall not constitute a cognizable defense against the legal effect thereof. Pursuant to Chapter 2 (Administration), Article VIII (Lobbyist Registration), Sections 2-351 through 2-357, Palm Beach County, Florida, Code of Ordinances, any person who acts as a lobbyist must register with Palm Beach

County's Central Lobbyist Registration Site, prior to engaging in lobbying activities before City of Boca Raton staff, boards, committees and / or the City Council, or any member thereof.
Lobbyist Registration Forms are available at:
https://secure.co.palm-beach.fl.us/lrs/Main/Login.aspx?ReturnUrl=%2flrs%2f

3.15 PROCUREMENT CODE: A copy of the Procurement Code is available for your review at https://www.myboca.us/239/Supplier-Information-Help.

3.16 PUBLIC ENTITY CRIMES: In accordance with the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

3.17 CODE OF ETHICS/CONE OF SILENCE: If any Bidder is found to be in violation of the Code of Ethics of the City of Boca Raton and/or the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which the Bid is submitted and may be further disqualified from bidding on any future Bids for work or goods or services for the City of Boca Raton. A copy of the City and State Ethics Codes is available at the office of the City Clerk, City of Boca Raton, 201 W. Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances, submit Form 3A, Interest in Competitive Bid for Public Businesses. This form may be obtained from the City of Boca Raton website at:
https://www.myboca.us/230/Purchasing-Division

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at http://www.palmbeachcountyethics.com/pdf/Lobbyist_Registration_Ordinance-2012.pdf.

3.18 NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, contract, or connection with any corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any violation thereof may result in contract cancellation, return of materials or discontinuation of services and may be removed from the vendor Bid list(s).

3.19 USE OF OTHER GOVERNMENTAL CONTRACTS: The City reserves the right to reject any part or all of any Bids received and utilize other available governmental contracts, as provided by law, if such action is in its best interest.

4 INSURANCE

4.1 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the City. The Contractor shall provide to the Purchasing Division original certificates of current coverage meeting all such requirements and specifications prior to engaging in any activities under this Contract. The certificates must list the City as an ADDITIONAL INSURED and shall provide no less than thirty (30) days written notice to the City of cancellation or material change. Further modification of the insurance requirements may be made if circumstances change or adequate protection of the City is not presented.

4.2 INDEMNITY/HOLD HARMLESS CONTRACT: Contractor shall, in addition to any other obligation to defend, indemnify the City of Boca Raton Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Boca Raton, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss caused by any negligent

act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this contract.

This provision shall not be deemed to waive any of the rights or immunities accorded to the City by section 768.28, Florida Statutes, or any other applicable law.

5 PURCHASE ORDER AND CONTRACT TERMS:

5.1 METHOD OF ORDERING: Items shall be ordered via an individual purchase order.

5.2 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule specified in the ITB or as otherwise accepted by the City.

Deliveries shall be made in accordance with City of Boca Raton security procedures.

5.3 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to a Bid award shall remain the property of the Bidder until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Bid, be of the required quality, new, and the latest model, unless specified in the Special Conditions. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and satisfactory acceptance of materials or services.

5.4 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES: Items offered may be tested for compliance to Bid specifications. Items delivered which do not conform to Bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for delivery of items not conforming to specifications, or late delivery may result in enforcement of all remedies in law or equity or as specified in the City's Procurement Code.

5.5 CHANGES / MODIFICATIONS: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee that changes or modifies the requirements of the awarded Bid and or Contract. Only those communications, which are in writing from an authorized representative of the City and the Contractor, in accordance with the City of Boca Raton Procurement Code and or purchasing operating procedures, may vary the terms of the written Bid or Contract.

5.6 PAYMENT TERMS, CASH DISCOUNTS AND INVOICES: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery at the place of acceptance, and receipt of a correct invoice at the office specified, whichever occurs last.
Partial billing will not be accepted unless authorized specifically in the Special Conditions.

Invoices must be submitted against each individual purchase order. Invoices without a correct and valid purchase order number may not be processed for payment.

Request for payment for any and all invoice(s) that may arise as a result of a purchase order issued pursuant to this Bid specification shall minimally meet the following conditions to be considered as a valid payment request:

(a) Timely submission of a properly certifiable invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the Contract or purchase order document, submitted to:
invoices@myboca.us or
City of Boca Raton, Financial Services Department
City Hall, 201 W. Palmetto Rd, Boca Raton, FL 33432

PH: 561-393-7727

(b) All invoices submitted shall: consist of an original; clearly reference the subject purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain the date of delivery; contain an original or legible copy of signed delivery receipt including both manual and printed name of a designated City of Boca Raton employee or authorized agent who received the goods; and identify invoice as "partial" or "final".

(c) The invoice shall contain the Bidder's Federal Employer Identification number and clearly reference the Bidder's Business name and address for payment.

5.7 SAFETY STANDARDS: Manufactured items, fabricated assemblies and on-site contractor services shall comply with all applicable federal, state and local requirements. For on-site contractor services, the City reserves the right to request documentation of contractor compliance with OSHA standards to include but not be limited to: required employee safety & health training, written safety and health programs, provision of required personal protective equipment (PPE), and/or provision and use of required atmospheric monitoring equipment. Hazardous chemicals must be accompanied by a Material Safety Data Sheet (MSDS), as required by the Occupational Safety and Health Act (OSHA) of 1970; as amended, and any other applicable federal, state and local regulations.

5.8 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB, Bidder will supply only material or equipment that is 100% asbestos free.

5.9 OTHER GOVERNMENTAL ENTITIES: When there is sufficient capacity or quantities available, awarded bidder may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting Contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this Contract shall do so independent of any other governmental entity.

5.10 INDEPENDENT CONTRACTOR: Contractor undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. The Contractor, nor the sub-contractor or their employees or their agents, shall not receive any City benefits, stipend or privileges afforded to City employees.

5.11 ASSIGNMENT: The City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract. Any assignment, sale, pledge or conveyance of this Contract by Contractor must be previously approved in writing by the City.

5.12 NON EXCLUSIVE CONTRACT: Contractor agrees and understands that the Contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

5.13 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this ITB/Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract, or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for all damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff, until such time as the amount of damages due to the City from the Contractor can be determined.

5.14 TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel Contract in whole or in part by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City.

5.15 TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law, and contract,

and shall be terminated without penalty to the City and without any default upon the last day in which funds were last appropriated.

5.16 RECORDS/AUDIT: The Contractor shall maintain during the term of the Contract all books of account, reports and supporting records in accordance with generally accepted accounting practices and standards for records directly related to this Contract for a minimum of (1) year beyond the last day of the Contract term. The form of all records and reports shall be subject to the approval of the City. The Contractor agrees to make available for review and audit to the City and or City Consultant, during normal business hours and in Broward, Miami Dade or Palm Beach Counties, all books of account, reports and supporting records relating to this Contract for the duration of the Contract and for one year following the last day of the Contract.

5.17 POST SALE AUDIT ADJUSTMENT: All items sold to the City of Boca Raton as a result of this Bid are subject to Post Sale Audit Adjustment. In the event that an audit reveals the vendor has not honored quoted pricing, price lists or discount structures, vendor will be liable and will be invoiced and collected with (30) days for any and all overstated charges. Failure to remit may result in termination of the Contract.

5.18 PERMITS, TAXES, LICENSES: The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, which comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this Contract. City of Boca Raton permit fees will be waived by the City; however, fines and penalties will be assessed based upon standard fee structure.

5.19 CONTRACTOR REGISTRATION: If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City. Contractors awarded work involving a permit shall register with the City of Boca Raton License Office prior to performing the work.

5.20 PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

5.21 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, county, local and municipal laws, ordinances rules and regulations that would apply to this Contract. Further, Contractor acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award contract and the City shall have the discretion to unilaterally terminate said contract.

5.22 COMPLIANCE WITH CITY OF BOCA RATON ORDINANCE: Awarded vendor shall comply with all applicable Boca Raton City Ordinances, including, but not limited to, 16-57, “Display of Identification on Trucks and Related Commercial Vehicles”, which mandates vehicles be designated by lettering of two inches minimum size on either side of the vehicle indicating the name and address of the person owning or operating the same for commercial use.

5.23 GOVERNING LAW AND VENUE: Contracts shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida. By entering into this award, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this award.

5.24 NON-DISCRIMINATION: The City of Boca Raton is an equal opportunity employer and prohibits discrimination on the basis of race, color, religion, national origin, sex, age, marital status, disability, and/or political affiliation in all aspects of its personnel policies and procedures, programs, practices and operations.

5.25 CITY POLICIES: Awarded contractor shall comply with the City of Boca Raton Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Boca Raton Human Resources Division. Violations of these policies may result in cancellation of the Contract.

5.26 ADDITIONAL DISCOUNTS: Should sales promotions occur during the term of the Contract that lower the price of the procured item or items, the vendor shall extend to the City the lower price offered by the manufacturers or

Vendors on any such promotional item. Further, any price decreases effectuated during the Contract period by reason of market change, quantity discounts, or otherwise, should be passed on to the City of Boca Raton.

5.27 PUBLIC RECORDS:

A. The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. A Contractor providing services shall comply with Florida's Public Records Law and therefore shall comply with Section 119.0701, Florida Statutes. Specifically, Contractor shall:

1) Keep and maintain all public records related to the performance of the services.

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

3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract.

4) Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the services. Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

5) In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

B. The failure of Contractor to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against Contractor provided for under this Contract or at law.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

5.28 SCRUTINIZED COMPANIES

A. Pursuant to Section 287.135, a company is ineligible to and may not, bid on, submit a proposal for, enter into, or renew, a Contract with a local government entity for goods or services in any amount if the company is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

B. By entering into this Contract, CONTRACTOR certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List, and that CONTRACTOR is not engaged in a boycott of Israel.

C. CONTRACTOR shall notify the CITY if, at any time during the term of this Contract, CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, or that CONTRACTOR is engaged in a boycott of Israel. Such notification shall be in writing and provided by CONTRACTOR to the CITY within ten (10) days of the date of such occurrence.

D. In the event the CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification or CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Contract

and seek a civil penalty, and other damages and relief, against CONTRACTOR, pursuant to Section 287.135, Florida Statutes. In addition, the CITY may pursue any and all other legal remedies against CONTRACTOR.

E. CONTRACTOR shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Contract pursuant to this Article

Upon submitting its Bid, Bidder shall certify compliance with section 287.135, Florida Statutes, by executing the Bidder Certification regarding Scrutinized Companies, which is included in PART II Bid Response. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.135, Florida Statutes.

5.29 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

5.30 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021), and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

5.31 FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

5.32 ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

Upon submitting its Bid, Bidder shall certify compliance with section 287.138, Florida Statutes, by executing the Bidder Certification regarding Entities of Foreign Countries of Concern, which is included in PART II Bid Response. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.138, Florida Statutes.

5.33 NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined in Section 787.06(2)(a), coercion means: (1) Using or threating to use physical force against any person; (2) Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if

the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined; (4) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) Causing or threating to cause financial harm to any person; (6) Enticing or luring any person by fraud or deceit; or (7) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

5.34 POLITICAL CAMPAIGNS

During the term of this Contract, the Contractor, the Contractor's officers and directors, and the Contractor's employees that comprise the members of the relationship team providing the Services to the City shall not directly, or indirectly through any person, inclusive of husbands, wives, fathers, mothers, sons, daughters, brothers, or sisters, be involved in any political campaign for City elective office nor make financial contribution to any such campaign.

5.35 BIDDER'S SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

The City shall not consider Bidder's social, political, or ideological interests when determining if Bidder is a responsible bidder. The City shall not give preference to Bidder based on Bidder's social, political, or ideological interests.

SPECIAL CONDITIONS

PART I - INSTRUCTION TO BIDDERS

1.01 INSTRUCTIONS TO BIDDERS

The City of Boca Raton, Florida is seeking Bids from qualified Bidders for Solar Salt (Bulk) Supply and Delivery, Bid Number 2025-013-NP.

This Bid package contains all of the information and documents necessary to prepare and submit a Responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

Due date and time for Bid response: **Bid response shall be received on the date and time as specified in the City of Boca Raton eSourcing Portal.**

Bidder is directed to the Response Attachments section of the City of Boca Raton eSourcing Portal for attachments to be completed and submitted with the Bid response.

1.02 PURPOSE

The purpose of this Bid is to provide a term contract on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group, for the supply and delivery of Sodium Chloride, Solar Salt to be ordered on an as needed basis.

1.03 HOW TO RESPOND TO THIS BID

Submission of the Bid response by electronic transmission using the City of Boca Raton eSourcing Portal located at https://brpurch.ionwave.net/Login.aspx. In order to submit the Bid electronically: (1) the Bidder should download the Bid documents; (2) all required bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format unless other file format is identified; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City of Boca Raton eSourcing Portal pursuant to the directions in the City of Boca Raton eSourcing Portal. Please note that the maximum file size is 100 MB for an uploaded file.

Bidders shall provide their prices and rates using the City of Boca Raton eSourcing Portal. The "Line Items" tab is to be used for submission of bid pricing and rates.

Bidders are strongly encouraged to read the Supplier Guides and Tutorials available in the City of Boca Raton's eSourcing Portal well in advance of their intention of submitting a response to ensure familiarity with the City of Boca Raton's eSourcing Portal and submitting a response through it. The City shall not be responsible for a Proposer's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the City of Boca Raton's eSourcing Portal.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City of Boca Raton eSourcing Portal and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be upload prior to 3:00 p.m. on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. on the Bid due date will be automatically rejected by the City of Boca Raton eSourcing Portal.

1.03.1 Rejected Bid Response

As indicated above, the City of Boca Raton eSourcing Portal will not accept Bid responses that are

attempted to be submitted after the due date/time.

1.03.2 Viewing of Bid Response

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page https://www.myboca.us/230/Purchasing-Division

Bidder's Bid response shall be signed only by an individual authorized by the Bidder to both execute such Bid and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.

1.04 INTERPRETATION / INQUIRIES / CORRECTION OF BIDDING DOCUMENT

Interested Bidders may submit questions via the City's eSourcing Portal. Each question will be responded to individually, and an addendum may be issued, if applicable. For further instructions, contact the Purchasing Division at 561-393-7871.

All Bidders shall carefully examine the Bid documents. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

Bidders shall promptly notify the City procurement contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding documents or of the site and local conditions. **In conjunction with General Term and Condition No. 3.10, such notice to be provided at least seven (7) business days prior to the Bid due date**.

Bidders requiring clarification or interpretation of the Bidding documents shall make a written request at least seven (7) business days prior to the Bid due date. Bidders requesting clarification or interpretation of the Bidding documents shall identify in their correspondence the article, section or page for each inquiry made.

Oral explanation given before the opening of the Bid will not be binding. Any interpretation or corrections to the Bidding document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding. Addenda will be issued via the City's eSourcing Portal. It is the Bidder's responsibility to monitor the eSourcing Portal for any updates.

PART II DEFINITIONS / ACRONYMS

2.01 DEFINITIONS

- ANSI: American National Standards Institute
- City of Boca Raton eSourcing Portal: the electronic bidding platform software used by the City of Boca Raton, managed by IonWave Technologies, Inc.
- Co-Op: Southeast Florida Governmental Purchasing Cooperative group
- Entity: Throughout this document, Entity often refers to a participating governmental agency of the Southeast Florida Governmental Purchasing Cooperative Group.
- Lead Agency: City of Boca Raton
- MFG: Manufacturer
- NIGP: National Institute of Governmental Purchasing
- NSF: National Science Foundation
- Public Entity: "Public entity" shall mean one of the following: A local agency, state agency, federal agency, county, municipality, public school/university, port authority, drainage district or water district.

PART III BIDDING AND AWARD PROCEDURES

3.01 F.O.B. POINT

All prices quoted shall be F.O.B. destination, freight prepaid (Contractor pays and bears freight charges, Contractor owns goods in transit and files any claims). The Contractor shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order, when not listed in the Bid document.

All costs derived for transporting materials, labor and equipment to perform the services in this Contract shall be borne by the Contractor and reflected in the unit price.

3.02 QUALIFICATION OF BIDDERS

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

THE QUALIFICATION OF BIDDER REQUIREMENTS FOR THE BID ARE IDENTIFIED IN QUALIFICATION OF BIDDER FORM.

3.03 COMPETENCY OF BIDDERS

Pre-award inspection of the Bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to warrant that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

3.04 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City. Moreover, the City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the City of Boca Raton Police Department.

As part of the Bid evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of a Bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.

3.05 TERMS, CONDITIONS AND SPECIFICATIONS

With the exception of submitting an "Alternate" in accordance with item 3.9 of the "General Terms and Conditions", no additional terms, conditions or specifications included with Bidder's Bid response shall be evaluated or considered and any and all such additional terms, conditions and specifications shall have no force and effect and are inapplicable to this Bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, vendor quotation/proposal forms, specifications, literature, price lists or warranties, it is understood and agreed the general conditions, special conditions and technical specifications and statement of work in this Bid are the only terms applicable to this Bid and Bidder's authorized signature attests to this.

3.06 METHOD OF AWARD

In conjunction with General Condition 3.2, award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

The City reserves the right to award this bid to the lowest responsive, responsible Bidder based on the grand total for all items on the bid or make an award to the lowest responsive and responsible Bidder on an Entity by Entity basis, whichever is deemed to be in the best interest of the City, acting as lead agency on behalf of all other participating Entities.

Bidder is required to bid on all items.

3.07 TIE BID RESPONSES

Tie Bids shall be made in accordance with item 3.13 of the General Conditions. In the event none or multiple firms comply with the Drug-Free Work Place in accordance with Florida Statute 287.087 and the tie Bid still remains, the following shall apply.

A. Whenever two Bid Responses, which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a coin toss to determine the single awarded Bidder. Notice of using a coin toss to determine the award will be provided to the two tie Bidders.

B. Whenever three or more Bid Responses which are equal with respect to price and are deemed the low responsive and responsible Bidders are received by the City for the procurement of commodities or contractual services, the City will make the decision by way of a drawing to determine the single awarded Bidder. Notice of using a drawing to determine the award will be provided to the three or more tie Bidders.

3.08 POST AWARD MEETING

Within seven (7) days after receipt of notification of Bid award, Successful Bidder (hereinafter referred to as the Contractor) shall have their assigned account representative meet/review/schedule a conference call with the City Project Manager.

Items to be reviewed include, but are not limited to:

- Ordering procedures
- Scheduling of services (delivery notifications, hours of delivery for each agency)
- Contact lists for each agency.
- Staff assigned to City contract.

The Project Manager for each Entity will arrange for the post award meeting.

City of Boca Raton Project Manager: Ed Catalano, Wastewater Plant Supervisor, ecatalano@bocaraton-fl.gov, 561-338-7332.

PART IV INSURANCE REQUIREMENTS

Proof of ability to obtain insurance to be submitted with Bid document unless exempted.

4.01 Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **$1,000,000** Each Occurrence, **$2,000,000** Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed $25,000.

Additional Insured Endorsements

The Contractor agrees to endorse the City of Boca Raton as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with CG 20 10 04 13 endorsement or ISO equivalent.

4.02 Worker's Compensation & Employer's Liability

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

4.03 Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **$500,000** per Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned

Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"

Comprehensive Form coverage as of the date of acquisition.

Contractor's Signature: _____

4.04 SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the City of Boca Raton.

4.05 SUPPLEMENTAL PROVISIONS

1. The insurance policy coverage as outlined herein shall remain in effect for the entire contract period. In the event of coverage cancellation, non-renewal, material change, modification or lapse of coverage, Contractor shall notify the City within thirty (30) business days with written notice of such to the Purchasing Division by email to Purchasing-Insurance@bocaraton-fl.gov.

2. All renewal or replacement certificates of insurance specific to the contract/agreement/award shall be forwarded to the City of Boca Raton Purchasing Division by email to Purchasing-Insurance@bocaraton-fl.gov.

PART V PURCHASE ORDER AND CONTRACT TERMS

5.01 CONTRACT

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon award of the Bid by the City Manager or the City Council and execution of a City of Boca Raton purchase order or a Notice of Award letter from the City.

The City Manager approval or the City Council approval shall constitute authorization to execute a City of Boca Raton purchase order and/or Notice of Award letter with reference to the Bid, which shall act as the binding Contract between the City and the awarded Bidder(s). The Contract shall include the Bid solicitation, any and all addenda issued by the City and the Bid response submitted by the Bidder. In any discrepancy between the documents, the order of precedence shall be as follows: 1) Addendum in reverse order of release; 2) Bid solicitation; 3) Bid response. In case of default on the part of the awarded Bidder, the City may procure the items or services from other sources and hold the Bidder responsible for any excess cost occasioned or incurred thereby.

Where the Contract involved a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

5.02 CONTRACT PERIOD AND AUTOMATIC RENEWAL

The initial Contract period shall commence upon the date of notice of award by the City and shall be for a one (1) year term **automatically** renewed thereafter for four (4), one-year renewal periods subject to termination clause(s) as provided herein.

Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance and determination that the contract renewal is in the best interest of the City. The City requires a firm price for the first year of the initial contract period. Automatic annual renewals shall be in compliance with the specifications, terms, conditions and any cost adjustments approved by the City.

For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one (1) year. Option for extension will only be exercised upon mutual written agreement and with all specifications, terms, conditions and any cost adjustments approved by the City.

5.03 ANNUAL COST ADJUSTMENT

Prices quoted shall be firm for year one (initial contract term). Thereafter, any annual term which Contractor requests a cost adjustment, the following conditions shall apply:

1. Prices bid may be subject to a cost adjustment only if increases or decreases occur in the industry.
2. Any requested adjustment shall be fully documented by the Contractor and submitted to the Buyer at least 90 days prior to each annual anniversary date. Contractor is responsible for obtaining confirmation of receipt for their cost adjustment submittal.
3. The cost adjustment submittal shall identify each Bid item affected and the proposed price adjustment with written justification documenting and attesting that the request is a bonafide cost increase/decrease, with applicable CPI index or other industry index data to support the cost increase/decrease.
4. The City may, after examination, refuse to accept the adjusted costs if the cost adjustments are not adequately validated with supporting documentation. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date with written notice to the Contractor. Any cost adjustments approved by the City will be approved in writing from the City and made effective for the upcoming renewal term. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

5.04 MODIFICATIONS/ADDITIONS/DELETIONS OF PRODUCTS/SERVICES/LOCATIONS

Although this Bid identifies specific products/services/locations to be serviced, it is hereby agreed and understood that any product/service/location may be deleted from this Contract at the option of the City at any time when and where deemed necessary with written notice by the City.

When the City may require additional products/services/locations, the Contractor agrees to provide a price quote for such product/services/locations based upon a formula or method which is the same or similar to that used in establishing the prices in this Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services/locations from other vendors or to cancel the Contract or a portion of the Contract. Items added or amended must be mutually agreed upon in writing by the Contractor, the City's Project Manager and Purchasing Manager or appointed designee by use of a contract modification.

5.05 METHOD OF ORDERING

The following supersedes General Condition 5.01

Each participating entity shall issue the Contractor individual purchase order(s) and/or blanket purchase order(s) throughout the term of the award. The participating entity will order requirement(s) on an "as needed" basis. All terms, conditions and prices of this bid are applicable. Only awarded bid items may be purchased on the Purchase Order. Vendor is to take all necessary steps to insure this requirement. Invoices must reference individual entity purchase order number.

5.06 DELIVERY

All delivery requirements shall be in accordance with Technical Specifications, item 1.05.

5.07 DEFAULT FOR DELIVERY TIME REQUIREMENTS

In the event that the Contractor cannot respond adequately to the completion time requirements identified herein by reason of equipment failure or any other reason, the Contractor shall advise the City in writing within 24 hours of said inability, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this contract and may cancel the purchase order and any outstanding services with no penalty to the City and obtain from another vendor or from the next lowest responsive, responsible Bidder. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

5.08 QUANTITY

The estimated annual requirements for Sodium Chloride, Solar Salt are as noted on Appendix A, the Co-Op Estimated Annual Usage Schedule. All quantities provided are estimates of annual usage. The City of Boca Raton and each participating Co-Op entity reserves the right to increase or decrease their total quantities as necessary to meet actual requirements.

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this Contract.

The estimated quantities are used by the City for purposes of determining the mathematical calculations for bid evaluation.

5.09 ACCEPTANCE AND PAYMENT

In conjunction with General Term and Condition No. 5.03 and 5.06, The City of Boca Raton will pay 100% of the contract price for each order after all items have been delivered/installed and accepted. The using department will make final inspection of the material covered by this bid when it is delivered in accordance with the specifications and must be approved before payment is made. Failure in the awarded vendor's responsibility as outlined may result in either one or any of the following as determined by the City:

- Request for immediate replacement and/or correction of partial or entire order.
- Payment withholding until compliance is received and approval granted.
- Return of partial or entire order for full credit at no additional cost to the City.
- Cancellation of partial or entire order at no cost to the City.

Invoice must reflect purchase order number.

5.10 AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by the City. Contractor is responsible for all packaging, shipping, and logistics in order for the City to return the goods. The City may return, for full credit, any goods received which fail to meet the City's performance standards.

Replacement goods meeting the Bid specifications shall be submitted within an agreed upon delivery time after notice of rejection of the non-conforming goods. There shall be no additional fees associated with the delivery of the replacement goods.

At the option of City, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Contractor shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

Payment will be withheld until replacement goods are delivered meeting the specifications herein.

Unsatisfactory performance may result in the termination of the Contract.

5.11 PURCHASE ORDER DURATION

Purchase orders issued must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the City term Contract shall apply to the single delivery/performance and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the Contract. However, if the Contractor expressly and in writing notifies the City Buyer as listed on the Purchase Order within three (3) business days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the term contract, then the purchase order will either be amended in writing by the City within three (3) business days of receipt of the contractor's notice to reflect the term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the term contract period by more than twelve months, including any term extension periods.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the term contract shall apply to the recurring delivery/performance as provided herein,and shall survive the termination of the Contract.

5.12 PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City of Boca Raton or that of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage. The City of Boca Raton may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Bidder or their agent(s).

5.13 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

5.14 E-VERIFY

By entering into this Contract, the Successful Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Successful Bidder, the Successful Bidder may not be awarded a public contract for a period of 1 year after the date of termination. Should Successful Bidder violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

5.15 PARTICIPATION OF CO-OP MEMBERS

All Co-op members participating in this contract shall do so in accordance with stipulations and governing By-Laws as set forth by the NIGP Southeast Florida Governmental Purchasing Cooperative group.

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TECHNICAL SPECIFICATIONS & STATEMENT OF WORK:

1.01 SCOPE

The purpose of this bid is to obtain a Sodium Chloride product, suitable to use in the electrolytic chlorination process for onsite sodium hypochlorite generators as well as softener resin regeneration. This solicitation is a cooperative procurement on behalf of the NIGP Southeast Florida Governmental Purchasing Cooperative group for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt. The governmental agencies participating in this procurement and their respective delivery locations are indicated on the form identified as Appendix A, "Co-Op Agencies Estimated Annual Usage Schedule".

1.02 PRODUCT SPECIFICATIONS (Bidder to submit product information and descriptive literature as verification that product being bid meets the following specifications)

a) The Sodium Chloride (NaCL) shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials.

b) Product shall be homogenous and in a crystalline granular form.

c) Product shall be white in color.

d) Product shall conform to ANSI and NSF Standard 60 as further detailed in Technical Specifications, item 1.03.

e) The product's composition shall meet or exceed the following specifications (as ppm [mg/kg] weight):

Item	Description	Percentage
1	Dry Basis	96.3-98%
2	Wet Basis	93.3% min.
3	Calcium Sulfate	0.30% max
4	Magnesium chloride	0.06% max
5	Calcium Chloride	0.10 % max
6	Magnesium Sulfate	0.02% max
7	Insolubles:	0.01% max
8	Moisture(as H_2O)	3.0% max
9	Lead	.0007% max
10	Copper	.0003% max
11	Iron(as Fe)	.002% max
12	Total Impurities(soluble and insoluble)	2.0% max

1.03 CERTIFICATIONS/STANDARDS

Product bid shall conform to recognized standards in accordance with American Water Works Association (AWWA) Sodium Chloride B200-93, Section 5, or latest edition.

a) Product Facility Certification: Bidder shall submit as part of bid package, either one of the following product facility certifications for the product bid:

NSF Standard 60 Certification

or

Certification from a third party certification body that is accredited by American National Standards Institute (ANSI) to certify products to National Science Foundation (NSF) Standard 60. These third party certification bodies include NSF International, UL LLC, and Water Quality Association.

Product shall conform to the certification as listed above throughout the contract term.

b) Bidder to submit with the bid package, Material Safety Data Sheets (MSDS), and product specifications/literature for the product bid.

1.04 PRODUCT COMPLIANCE

If product does not meet these requirements at any time during the contract term, the Contractor shall be liable to remove the product from City property and clean the brine-maker tanks at no additional cost to the City. The City reserves the right during the contract period to determine by independent tests if the product supplied meets the aforementioned specifications. If the sample meets the specifications, the City shall pay the cost of the test. If the sample does not meet the specifications, the Contractor shall bear all costs associated with the test.

1.05 DELIVERY REQUIREMENTS

1.05.1 General Guidelines

A. Delivery shall be made within 5 business days after an order is placed. The successful Bidder will be responsible for advising City Staff of backorders or delays at time of order. Deliveries to each location must be made during normal working hours between 8:00 AM and 5:00 PM unless the City has made special arrangements. Carrier shall provide City Contact with at least twenty-four (24) hours advance notice prior to scheduling delivery. Each City Contact is as noted on the attached schedule, Appendix A.

B. Deliveries shall be made only with trucks dedicated solely for the transportation of solar salt in order to prevent contamination and coagulation. Any product received that appears to have been tampered with or contaminated, will be returned to the awarded vendor for replacement, at no additional cost to the City.

C. All bulk shipment shall be accompanied by certified weight tickets. Certificate shall indicate gross, tare, and net weights.

D. All delivery trucks shall be in A-1 Mechanical Condition throughout the term of the contract. All drivers shall be appropriately licensed and trained in proper handling, use and operation of equipment required for delivery of product throughout the term of the contract.

E. Minimum Delivery requirements shall be approximately 25 tons. Bidder shall not impose any further minimum ordering requirements.

1.05.2 Guidelines for City of Boca Raton

A. All bulk chemical deliveries shall be secure from tampering in route to the delivery point utilizing portal sealing devices. Prior to delivery, awarded Bidder is responsible for having an emailed copy of the bill of lading sent to Ed Catalano at the receiving facility (ecatalano@bocaraton-fl.gov.) Bill of lading shall identify the name of the driver (printed) and the serial numbers for all of the seals for all of the tanker's portals. The City of Boca Raton will not accept deliveries after 5:00 PM.

B. Only City of Boca Raton Utility Services staff shall remove seals after inspection of the tanker. Drivers will be required to show a valid driver's license with picture I.D. to be admitted into the Glades Road Utility Complex. Broken portal seals or the absence of portal seals shall be grounds for rejecting the delivery at no expense to the City.

1.05.3 Guidelines for Co-Op Participants

Contact information, including fax numbers (if relevant) and email addresses to be provided at post award meeting with any special delivery requirements.

1.06 QUALITY CONTROL PROGRAM

Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

Appendix A

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
City of Boca Raton Wastewater Plant 1501 Glades Road Boca Raton, FL 33431	Ed Catalano 561-338-7332 ecatalano@bocaraton-fl.gov	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting.	WWTP has two FRP tanks at 59 tons each
Town of Davie Water Plant System V 7351 SW 30th Street Davie, FL 33314	Jeremy Booker 954-327-3760 Jbooker@davie-fl.gov	450 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	60 ton silo
Town of Davie Water Plant System III 3500 NW 76th Ave. Hollywood, FL 33024	Carlos Rodarte 954-327-3755 CRodarte@davie-fl.gov	150 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	32 ton silo
Town of Lantana Water Treatment Plant 510 W. Pine Street Lantana, FL 33462	Jerry Darr or Miguel Perez 561-540-5760 waterplant@lantana.org	1200 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has 50 ton tank
City of Margate Water Treatment Plant 980 NW 66th Ave Margate, FL 33063	Pete O'Laughlin polaughlin@margatefl.com 954-972-0828	500 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WTP has one tank @ 60 tons manufactured by Brine Maker.
City of Margate Wastewater Treatment Plant 6630 NW 9th St Margate, FL 33063	Wendell Wheeler 954-972-0828 x228 wwheeler@margatefl.com	250 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	WWTP has one tank @ 60 tons capacity manufactured by Brine Maker.
City of Pembroke Pines 7960 Johnson Street Pembroke Pines, FL 33024	Kevin Stone 754-260-4513 kevin.stone@jacobs.com	800 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4" aluminum CAM lock male fitting	Qty 2: 8650 gallon tank

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Appendix A
Continued…

Co-Op Agencies Estimated Annual Usage Schedule

Agency	Contact	Annual Usage	Fittings	Tank
Village of Palm Springs Site 1 360 Davis Rd Palm Springs, FL 33461	Paul Ward, 561-584-8200, pward@vpsfl.org or David Burgin, 561-635-4282, Dburgin@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4” aluminum CAM lock male fitting	50 ton tank
Village of Palm Springs Site 2 5618 Basil Dr. West Palm Beach, FL 33415	Paul Ward, 561-584-8200, pward@vpsfl.org or David Burgin, 561-635-4282, Dburgin@vpsfl.org	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4” aluminum CAM lock male fitting	50 ton tank
City of Boynton Beach West Water Plant 5469 W. Boynton Beach Blvd. Boynton Beach, FL 33437	Ford Babcock,0561-742-6955, babcockf@bbfl.us	100 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4” aluminum CAM lock male fitting	43 tons
City of Boynton Beach East Water Plant 1620 S. Seacrest Blvd. Boynton Beach, FL 33435	Bill Newsome, 561-742-6953, newsomew@bbfl.us	600 tons	Contractor shall be responsible for pneumatically off-loading via a hose connection to a 4” aluminum CAM lock male fitting	150 tons

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BIDDER CERTIFICATION FORM

(This form must be signed in the presence of a Notary Public)

I certify that I am authorized to bind performance of this Bid for the Bidder. I certify that this Bid is made without collusion or fraud. I certify acceptance of the terms, conditions and specifications of this Invitation to Bid. I certify that this Bid submittal is in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid.

*Bidder must submit proof that their firm name is registered with their State of origin.

***Name of Bidder**: Click or tap here to enter text.
(Firm Name as Registered with their State of origin)

Federal I.D. No.: Click or tap here to enter text.

Above Bidder is: (☐) Corporation (☐) Limited Liability Corporation
(☐) Sole Proprietorship (☐) Partnership/Joint Venture

Business Address:

Street Address (P.O. Box Address is not permitted): Click or tap here to enter text.
City, State Zip: Click or tap here to enter text.

Mailing Address: (☐) check if same as Business Address above

Street Address: Click or tap here to enter text.
City, State, Zip: Click or tap here to enter text.

Business Phone No: Click or tap here to enter text.
Business Fax No.: Click or tap here to enter text.

Authorized Signer:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
*President or other Authorized Officer/Member/Manager

Email: Click or tap here to enter text.
Telephone: Click or tap here to enter text.

Authorized Signature: _____ ***Date:*** _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization

this _____ day of _____ 20____,

by _____ (name of person acknowledging) as

_____ (type of authority, e.g. officer, trustee, attorney in fact)

for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

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

Personally Known ☐ OR Produced ☐

(Type of Identification Produced) _____

QUALIFICATION OF BIDDER FORM

Name of Bidder: Click or tap here to enter text.

This Bid shall be awarded only to a Responsive and Responsible Bidder, qualified to provide the work specified and meets or exceeds the qualification requirements listed in Qualification of Bidder Form. The Bidder should submit Qualification of Bidder Form and applicable supplemental documents with their Bid package to be considered responsive in order for the City to fully evaluate the Bidder's qualifications. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided Qualification of Bidder Form.

Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained and not considered for evaluation.

Qualification Requirement No. 1

Bidder shall have a minimum of three (3) satisfactory references for similar size Public Entity accounts for the product bid. Similar size shall mean a minimum of 1,200 tons per year. References shall be satisfactorily completed within the time range of 2022 through 2025.

Reference No. 1

Company/Entity Name:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
City, State Zip:	Click or tap here to enter text.
Contact Name & Title:	Click or tap here to enter text.
Contact Email:	Click or tap here to enter text.
Contact Phone No:	Click or tap here to enter text.

Dates of Service or Contract Period:	Click or tap here to enter text.
Mfg. and Name of Product Supplied:	Click or tap here to enter text.
Estimated Annual Amount Supplied:	Click or tap here to enter text.

Reference No. 2

Company/Entity Name:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
City, State Zip:	Click or tap here to enter text.
Contact Name & Title:	Click or tap here to enter text.
Contact Email:	Click or tap here to enter text.
Contact Phone No:	Click or tap here to enter text.

Dates of Service or Contract Period:	Click or tap here to enter text.
Mfg. and Name of Product Supplied:	Click or tap here to enter text.
Estimated Annual Amount Supplied:	Click or tap here to enter text.

Reference No. 3

Company/Entity Name:	Click or tap here to enter text.
Address:	Click or tap here to enter text.
City, State Zip:	Click or tap here to enter text.
Contact Name & Title:	Click or tap here to enter text.
Contact Email:	Click or tap here to enter text.
Contact Phone No:	Click or tap here to enter text.

Dates of Service or Contract Period:	Click or tap here to enter text.
Mfg. and Name of Product Supplied:	Click or tap here to enter text.
Estimated Annual Amount Supplied:	Click or tap here to enter text.

Qualification Requirement No. 2

The City will not award a Bid to any Bidder who cannot provide evidence that their Firm Name identified on the Bidder Certification Form has been in business for a minimum of one (1) year, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be verified in accordance with filing date by the State of Florida or the Firm's State of Origin of Bidder's firm.

Bidder to indicate number of years their firm has been in business: Click or tap here to enter text.

Bidder to submit proof for years their firm has been in business as an attachment.
Bidder to confirm attachment is submitted: ☐ Yes ☐ No

QUESTIONNAIRE

Name of Bidder: Click or tap here to enter text.

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1. Name of individual to contact with questions regarding Bid submittal:

   Name: Click or tap here to enter text.
   Title: Click or tap here to enter text.

   Phone: Click or tap here to enter text.
   Email: Click or tap here to enter text.

2. Contact person for Insurance Certificate:

   Name: Click or tap here to enter text.
   Title: Click or tap here to enter text.

   Phone: Click or tap here to enter text.
   Email: Click or tap here to enter text.

3. Contact person for Accounts Receivable who is authorized to validate and provide banking information if requested by City of Boca Raton Treasurer or their designee:

   Name: Click or tap here to enter text.
   Title: Click or tap here to enter text.

   Phone: Click or tap here to enter text.
   Email: Click or tap here to enter text.

4. Name of individual to contact with general billing questions:

   Name: Click or tap here to enter text.
   Title: Click or tap here to enter text.

   Phone: Click or tap here to enter text.
   Email: Click or tap here to enter text.

5. Contact person for order placement/delivery inquiries:

   Name: Click or tap here to enter text.
   Title: Click or tap here to enter text.

   Phone: Click or tap here to enter text.
   Email: Click or tap here to enter text.

6. Description of the physical plant and facilities to adequately supply the City:

   Click or tap here to enter text.

7. Details of shipping method to be used:

   Click or tap here to enter text.

8. Listing of Office Hours: Click or tap here to enter text.

9. Awarded Vendor shall submit Summary of Sales report to Lead Agency of shipments to individual entities in accordance with NIGP SE Chapter as detailed in applicable Co-Op Cover Sheet:

   Contact Person who will submit Co-Op Usage reports to Lead Agency:
   Click or tap here to enter text.

   Title: Click or tap here to enter text.

   Phone: Click or tap here to enter text.
   Email: Click or tap here to enter text.

10. Bidder and or the manufacturer of the product shall have a Quality Control Program in place at the plant location manufacturing the product bid.

    Detail the Quality Control Program in place or ☐ submit as an attachment:

    Click or tap here to enter text.

    Plant location the Quality Control program is in place at:

    Click or tap here to enter text.

    Provide the name and contact phone number of the person who is responsible for the Quality Control/Assurance program:

    Name: Click or tap here to enter text.
    Title: Click or tap here to enter text.

    Phone: Click or tap here to enter text.
    Email: Click or tap here to enter text.

DRUG-FREE WORKPLACE FORM

The undersigned Bidder (vendor) in accordance with Florida Statute 287.087 hereby certifies

Name of Business/Bidder: Click or tap here to enter text. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____ _____

*Signature of Authorized Representative Date

*Authorized Representative:
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email Address: Click or tap here to enter text.

Bidder Certification Regarding Scrutinized Companies

Name of Bidder: Click or tap here to enter text.

Bidder FEIN: Click or tap here to enter text.

Address: Click or tap here to enter text.
City, State Zip: Click or tap here to enter text.

Bidder acknowledges that Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the Bidder is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. On behalf of Bidder, I acknowledge and understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the City may terminate an agreement if the City determines that the Bidder submitted a false certification.

_____ _____
*Signature of Authorized Representative Date

*Authorized Representative:
Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
Telephone: Click or tap here to enter text.
Email Address: Click or tap here to enter text.

**This individual must have the authority to bind the Bidder.*

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name ("**Vendor**"): Click or tap here to enter text.

Vendor FEIN: Click or tap here to enter text.

Address: Click or tap here to enter text.
City, State ZIP: Click or tap here to enter text.
Phone number:Click or tap here to enter text.
Email Address: Click or tap here to enter text.

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Name of Vendor: Click or tap here to enter text.
(Firm Name as Registered with their State of origin)

Authorized Signer:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
*President or other Authorized Officer/Member/Manager

Email: Click or tap here to enter text.
Telephone: Click or tap here to enter text.

Authorized Signature: _____ ***Date:*** _____

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization

this _____ day of _____ 20____,

by _____ (name of person acknowledging) as

_____ (type of authority, e.g. officer, trustee, attorney in fact)

for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

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

Personally Known ☐ OR Produced ☐

(Type of Identification Produced) _____

Affidavit Regarding Entities of Foreign Countries of Concern

Click or tap here to enter text.(Name of Entity) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Authorized Signer:

Name: Click or tap here to enter text.
Title: Click or tap here to enter text.
*President or other Authorized Officer/Member/Manager

Email: Click or tap here to enter text.
Telephone: Click or tap here to enter text.

Authorized Signature: _____ ***Date:*** _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of

☐ physical presence or ☐ online notarization

this _____ day of _____ 20____,

by _____ (name of person acknowledging) as

_____ (type of authority, e.g. officer, trustee, attorney in fact)

for _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida)

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

Personally Known ☐ OR Produced ☐

(Type of Identification Produced) _____

BID FORM

Prices and Rates

Bidders shall provide their prices and rates using the City of Boca Raton eSourcing Portal. The "Line Items" tab is to be used for submission of bid pricing and rates.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Event Number	2025-013-NP Addendum 1	**Organization**	City of Boca Raton
Event Title	Solar Salt (Bulk) Supply & Delivery	**Workgroup**	City of Boca Raton
Event Description	Addendum 1 Issued 4/4/2025 to answer qu	**Event Owner**	Neil Phillips
Event Type	ITB	**Email**	nphillips@myboca.us
Issue Date	3/17/2025 02:00:02 PM (ET)	**Phone**	
Close Date	4/14/2025 03:00:00 PM (ET)	**Fax**	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Morton Salt, Inc.	CHICAGO	IL	4/14/2025 10:02:59 AM (ET)	15	$1,179,382.50
Odyssey Manufacturing Co	Tampa	FL	4/9/2025 02:57:46 PM (ET)	15	$1,386,750.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

							Morton Salt, Inc.		Odyssey Manufacturing Co	
							Total Price	$1,179,382.50	Total Price	$1,386,750.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimated	Unit	Extended	Unit	Extended
1	City of Boca Raton,WWTP			1200	Tons		**$182.85**	$219,420.00	$215.00	$258,000.00
1.1	Freight Charge Per Location				Per Ton		**$44.84**		$50.00	
1.2	Unit Price (product only)				Per Ton		**$138.01**		$165.00	
2	City of Davie,WWTP			600	Tons		**$182.85**	$109,710.00	$215.00	$129,000.00
2.1	Freight Charge Per Location				Per Ton		**$44.84**		$50.00	
2.2	Unit Price (product only)				Per Ton		**$138.01**		$165.00	
3	City of Lantana,WWTP			1200	Tons		**$182.85**	$219,420.00	$215.00	$258,000.00
3.1	Freight Charge Per Location				Per Ton		**$44.84**		$50.00	
3.2	Unit Price (product only)				Per Ton		**$138.01**		$165.00	
4	City of Margate WTP,WWTP			750	Tons		**$182.85**	$137,137.50	$215.00	$161,250.00
4.1	Freight Charge Per Location				Per Ton		**$44.84**		$50.00	
4.2	Unit Price (product only)				Per Ton		**$138.01**		$165.00	
5	City of Pembroke Pines			800	Tons		**$182.85**	$146,280.00	$215.00	$172,000.00
5.1	Freight Charge Per Location				Per Ton		**$44.84**		$50.00	
5.2	Unit Price (product only)				Per Ton		**$138.01**		$165.00	
6	Village of Palm Springs			1200	Tons		**$182.85**	$219,420.00	$215.00	$258,000.00
6.1	Freight Charge Per Location				Per Ton		**$44.84**		$50.00	
6.2	Unit Price (product only)				Per Ton		**$138.01**		$165.00	
7	City of Boynton Beach			700	Tons		**$182.85**	$127,995.00	$215.00	$150,500.00
7.1	Freight Charge Per Location				Per Ton		**$44.84**		$50.00	
7.2	Unit Price (product only)				Per Ton		**$138.01**		$165.00	
8	Bulk load Truck Delivery is how many tons?				Tons		**$25.00**		$26.00	

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: May 27, 2025

Subject: Solar Salt (Bulk) Supply & Delivery

Department: Utility Services

Procurement Method: Sealed Bid

Bid Number: 2025-013-NP

Bid Opening Date: 4/14/2025
Notices Issued 116
No-Bids 2
Responses 2

Scope: This procurement provides the purchase of solar salt used in the wastewater treatment facility for the onsite production of sodium hypochlorite. Sodium hypochlorite is a disinfectant. This bid is for the Southeast Florida Governmental Purchasing Cooperative with the City of Boca Raton acting as the lead agency.

Award to: Low Responsive Responsible Bidder:
Morton Salt, Inc., Chicago, IL

Budget: $237,705 (Estimated Annual Usage)

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

Contract Period: This is the first year of the contract award period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of four (4) one-year renewals.

Name of Bidder	Total Bid
Morton Salt, Inc.	$219,420
Odyssey Manufacturing Co	$258,000

Signature Approvals:

Buyer/Sr. Buyer/Asst. PM: Neil Phillips — Digitally signed by Neil Phillips Date: 2025.05.08 11:04:33 -04'00'

Purchasing Manager: Ivelsa Guzman — Digitally signed by Ivelsa Guzman Date: 2025.05.08 11:09:26 -04'00'

OMB Director: Sharon McGuire — Digitally signed by Sharon McGuire Date: 2025.05.15 13:47:34 -04'00'

Deputy City Manager/CFO: James L. Zervis — Digitally signed by James L. Zervis Date: 2025.05.16 16:05:07 -04'00'

AGREEMENT FOR PURCHASE AND DELIVERY OF SOLAR SALT
(Utilizing City of Boca Raton Contract on behalf of the Southeast Florida Governmental Purchasing Cooperative)

This Agreement for Purchase and Delivery of Solar Salt ("Agreement") is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a Florida municipal corporation ("VILLAGE"), and **Morton Salt, Inc.**, a corporation authorized to do business in the State of Florida, 444 West Lake Street, Suite 2900, Chicago, IL 60606 ("VENDOR").

RECITALS

WHEREAS, the VILLAGE's Utilities Department is in need of solar salt for its utilities department; and,

WHEREAS, on May 27, 2025, the City of Boca Raton, acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, competitively awarded Invitation to Bid (Number 2025-013-NP) to the VENDOR for the purchase and delivery of solar salt, which included the VILLAGE as an eligible user of the award ("Boca Raton Contract"); and,

WHEREAS, the VILLAGE has reviewed the award price under the Boca Raton Contract and has determined the VENDOR's price (inclusive of the cost of delivery) set forth therein is fair and reasonable; and,

WHEREAS, the VILLAGE finds that entering into this Agreement is in compliance with the VILLAGE's Purchasing Code for cooperative purchases and serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto 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. Boca Raton Contract, Effective Date, and Term. The Boca Raton Contract with the VENDOR 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 City of Boca Raton under the Boca Raton Contract. The effective date of this Agreement is the date this Agreement is approved by the VILLAGE's Village Council. Unless earlier terminated by the VILLAGE or VENDOR, the term of this Agreement shall be consistent with the term of the Boca Raton Contract. This Agreement shall be dependent on the annual appropriation of funds by the VILLAGE's Village Council.

3. Service Request(s). This Agreement does not guarantee the purchase of any solar salt. If the VILLAGE desires to make a purchase from the VENDOR, the VILLAGE's ordering mechanism for the purchase and delivery of the solar salt shall be a VILLAGE issued Purchase Order, which the Village will send to the VENDOR. The maximum compensation to be paid by the VILLAGE to the VENDOR shall be set forth in each VILLAGE issued Purchase Order. The VENDOR shall not provide any goods or services under this Agreement without a VILLAGE issued Purchase Order specifically for this purpose. The VENDOR shall not provide any goods or services which are outside the scope of the VILLAGE issued Purchase Order and the VENDOR shall not exceed the expressed amounts stated in the VILLAGE issued Purchase Order. The pricing in each VILLAGE PURCHASE ORDER shall be consistent with the pricing set forth in the Boca Raton Contract as specified for the Village of Palm Springs, which pricing is attached hereto as **Exhibit "A"** and incorporated herein. The terms and conditions printed on the VILLAGE Purchase Order shall not apply.

4. Not to Exceed Amount for Goods and Services. The total value of goods and services to be provided by the VENDOR under this Agreement shall not exceed the total amount set forth in the VILLAGE issued purchase order(s).

5. Documents and Conflict of Terms and Conditions. The complete agreement between the VILLAGE and the VENDOR consists of the terms and conditions in this Agreement, VILLAGE issued Purchase Order(s), and the Boca Raton Contract. The aforementioned documents are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the above documents, the terms and conditions of this Agreement shall take precedence with any VILLAGE issued Purchase Order(s) next taking precedence.

6. Miscellaneous Provisions.

6.1 *Successors and Assigns*. 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 this Agreement.

6.2 *Insurance*. VENDOR shall maintain the insurance as required in Boca Raton Contract applicable to the goods and services being delivered hereunder. Said insurance will name the "Village of Palm Springs, its officials, employees and agents" as an additional insured.

6.3 *Headings, References and Exhibits*. The headings contained in this Agreement 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 Agreement.

6.4 *Counterparts*. This Agreement 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.

6.5 *Entire Agreement; Amendment*. This Agreement 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 Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto.

6.6 *Governing Law; Consent to Jurisdiction*. This Agreement 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 Agreement; (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 Agreement or the subject matter hereof may not be enforced in or by such courts.

6.7 *Third Party Beneficiary rights*. This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.8 *Severability*. If any one or more of the provisions of the Agreement 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.

6.9 *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:

(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 Agreement and following completion of this Agreement if the VENDOR does not transfer the records to the VILLAGE.
(4) Upon completion of this Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 584-8200 Ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

6.10 *Preparation*. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.11 *Palm Beach County IG*. 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.

6.12 *Notices*. Except for Village issued Purchase Order(s), which may be sent via email pursuant to Paragraph 3 of this Agreement, all notices required in this Agreement shall be hand-delivered, sent by certified mail, return receipt requested, or by over-night delivery by a nationally recognized courier (with receipt of delivery) to the addresses appearing on the first page of this Agreement.

6.13 *Taxes*. 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.

6.14 *No Consequential Damages*. Notwithstanding any other provision in this Agreement, in no event shall either party be liable to the other party for any incidental, special, indirect, liquidated, consequential, or punitive damages arising out of or related to this Agreement, whether such alleged damages are labeled in tort, contract, or otherwise, and even if a party has been advised of the possibility of such damages.

6.15 *Execution/Delivery*. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Agreement by electronic means and shall treat the same as an original.

6.16 *Authorized Signatory*. By signing this Agreement, the undersigned individual agrees and warrants that he/she is authorized by the VENDOR to enter this Agreement and bind the VENDOR to this Agreement.

7. Public Entity Crimes, E-Verify, and Scrutinized Companies.

7.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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.

7.2 If applicable to the VENDOR, pursuant to Section 448.095(5), Florida Statutes, the VENDOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor and the subcontractor.

7.3 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Agreement, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Agreement if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

8. Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

9. Compliance with Section 787.06. By signing this Agreement as set forth below, the VENDOR's authorized representative attests under penalty of perjury that the VENDOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement for Purchase and Delivery of Solar Salt to be executed the day and year shown above.

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: **MORTON SALT, INC.**

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of __ physical presence or __online notarization on this ____ day of _____, 2025, by _____ of Morton Salt, Inc., 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 take an oath 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 Morton Salt, Inc., to the same.

Notary Seal: _____
Notary Public Signature

EXHIBIT "A"
VENDOR's PRICING

For purchase and delivery of solar salt:

$182.85 per ton.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Utilities

ITEM #9: Authorize Equipment Purchase — Dri Prime Pump — Utilities Department (FY 2026 Budget Funded — Water & Sewer Enterprise Fund) — Florida Sheriff's Association Cooperative Purchasing Program — Xylem inc.

SUMMARY: The Utilities Department requests authorization to purchase one (1) portable Dri-Prime pump to support the daily operational and potential emergency needs of the wastewater collection system. In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommends utilizing the current Florida Sheriffs Association & Florida Association of Counties cooperative purchasing contract to ensure the lowest possible price. The Florida Sheriff's Association Cooperative Purchasing Program completed a competitive selection process for equipment (Contract #FSA23-EQU21.1) in October 2023 and bid documents are on file in the Office of the Village Clerk.

Within the FY 2026 Budget, the Village Council approved the purchase of one (1) portable Dri-Prime pump for $67,000.00. Utilizing the Florida Sheriff's Association Cooperative Purchasing Program contract, the staff were able to obtain a quote for $64,649.64 from Xylem, Inc. In accordance with Section 58-4(a) of the Purchasing Code, Small Purchases, additional open-market items, including delivery fees, total $1,716.80, which are required to operate the pump. If approved, the Village would accept Xylem's total pricing of $66,366.44. The term of the contract will expire on September 30, 2026.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2026 Budget — Water & Sewer Enterprise Fund, account #41336-56400. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Portable Dri-Prime Pump Quote - Xylem Inc.

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270
Fax: 954-283-5271
www.godwinpumps.com

October 22, 2025

Lazaro Farrey
Village of Palm Springs
226 Cypress Lane
Lake Worth, FL 33461-1604

Phone: 561-965-5770
Email: lfarrey@pslfl.org

RE: CD150S-Florida Sherrif's
Sale Quotation 145011022

Dear Lazaro:

Xylem Dewatering Solutions is pleased to offer the attached quotation for the equipment that was requested for your pumping application. Note this pricing is for Florida Sherriff's Association.

Should there be any questions or concerns regarding this quotation, please feel free to contact me at 954-395-3919.

Sincerely,

Christopher Hopper
Outside Sales Representative

CH / wc

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
		Contract Items:		
A	1	Dri-Prime CD150S Critically • Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • JCB TCAE-55 FT4 Diesel Engine • with Field Smart Technology • Skid-mounted	$ 64,133.64	$ 64,133.64
		***With purchase of above pump(s), Xylem recommends purchasing the PM Service item(s) listed below:**		
	1	PPGODWINPMA00 Single Annual Visit Prepaid Bronze PMA	680.00	680.00
	1	KTCD150ARS25 CD150S 1-2 yr Recommended Spares Kit	1,198.40	1,198.40
B	1	CD150/HS150 Drop In Trailer (9233)	0.00	0.00
C	1	PrimeGuard Float Set • w/ 65' Mechanical Floats	516.00	516.00
		Open Market Items:		
A	1	6" Female Cam & Groove x 150# Flange • Mounting Kit includes Adapter, • Flange Gasket, Bolts & Nuts	$ 404.80	$ 404.80
B	1	6" Male Cam & Groove x 150# Flange • Mounting Kit includes Adapter, • Flange Gasket, Bolts & Nuts	312.00	312.00
C	1	DELIVERY MOTOR FRT BR 045 PARTIAL LOAD	1,000.00	1,000.00

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL

A signed copy of this Quotation is acceptable as a binding contract.

	Name:
Signature:	**(PLEASE PRINT)**
Company/Utility:	**Reference #:**
Address:	**Date:**
	Phone:
	Email:
	Fax:

Net Sale Total with Recommended PM Service Kits	$ 68,244.84
NET SALE TOTAL	**$ 66,366.44**

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Utilities

ITEM #10: Authorize Equipment Purchase — Cooperative Purchasing - Utilities Department (FY 226 Budget Funded - Water & Sewer Enterprise Fund) - Florida Sheriff's Association Cooperative Purchasing Program - Rechtien International Trucks, Inc.

SUMMARY: The Utilities staff needs to purchase one (1) dump truck to support the daily operational needs of moving dirt and material from job sites and both water treatment plants. In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommends the Village utilize the current Sheriffs Association & Florida Association of Counties cooperative purchasing contract to ensure the lowest possible price. The Florida Sheriff's Association Cooperative Purchasing Program completed a competitive selection process for Heavy Trucks and Buses (Contract #FSA25-23.0) in September 2025 and bid documents are maintained by the Village Clerk.

Within the FY 2026 Budget, the Village Council approved the purchase of one (1) dump truck for $185,000.00. Utilizing the Florida Sheriff's Association Cooperative Purchasing Program contract, the staff were able to obtain a quote for $186,447.00 from Rechtien International Trucks, Inc.

If approved, the Village would accept Rechtien International Trucks, Inc.'s pricing by utilizing the Florida Sheriff's Association Cooperative Purchasing Program cooperative purchasing contract, including all terms, conditions, and pricing. The term of the contract expires on September 30, 2026.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2026 Budget — Water & Sewer Enterprise Fund, account # 41336-56400.

The approved FY 2026 Budget — Water & Sewer Fund Acct 41336-56400 included $185,000 for the purchase of a dump truck. A budget amendment or internal budget transfer will be requested at a later date if needed.

ATTACHMENTS:

1. Tandem Axle Dump Truck Quote- Rechtien International Trucks, Inc.
2. FSA25-VEH23.0-Contract-Terms-and-Conditions-10012025

Rechtien International Trucks, Inc

FLORIDA SHERIFF'S ASSOCIATION CONTRACT - FSA 25-VEH 23.0 Heavy Trucks

Customer: VILLAGE OF PALM SPRING
Specification: 76 **Region:** SOUTHERN
Model: HV **Base Price:**

Tandem Axle Dump Truck

		Quantity	Unit Cost	extended
		1	$ 124.650,00	$124.650,00
Contract Options: All Contract Options include a discount from manufacturer MSRP				
HV6073	CREDIT - HV607 with CUMMINS L9 350 HP Engine	1	$ (16.125,00)	$ (16.125,00)
0001CBP	FRAME REINFORCEMENT Outer "C" Channel (120,000 PSI)	1	$ 1.856,00	$ 1.856,00
0001WRB	TOW HOOKS (2) OUTSIDE RAIL, FRAME MOUNTED	1	$ 137,00	$ 137,00
0002ARZ	AXLE, FRONT, N/D (Meritor MFS-18-133A), 18,000 LBS. Capacity	1	$ 1.692,00	$ 1.692,00
0003ADG	SUSP., FRONT, SPRING PARABOLIC TAPER, 18,000 LBS. Capacity	1	$ 360,00	$ 360,00
0004EBT	Bendix AD-IP Air Dryer	1	$ 368,00	$ 368,00
4722	DRAIN VALVE (Bendix DV-2) Automatic, w/ Heater	1	$ 116,00	$ 116,00
0005PTB	STEERING GEAR (2) SHEPPARD M100/M80 DUAL POWER	1	$ 811,00	$ 811,00
5708	STEERING , TILTING	1	$ 88,00	$ 88,00
0008RPT	Radio AM/FM/WB/Clock/USB Input/Aux Input	1	$ 258,00	$ 258,00
0008WPZ	Test Exterior Lights, Pre-Trip Inspection Cycle All Lights	1	$ 29,00	$ 29,00
0009WAC	Bug Screen Mounted Behind Grill	1	$ 92,00	$ 92,00
0010WWP	Mud Flaps - Front Wheels - Required with 425 Size Tires	1	$ 117,00	$ 117,00
0013BCS	TRANSMISSION, AUTOMATIC (ALLISON 3000RDS) 6 SPEED	1	$ 7.766,00	$ 7.766,00
0014HRE	Rear Axle Meritor RT-46-164P, 46K Cap. w/ Driver Controlled Diff Lock	1	$ 11.703,00	$ 11.703,00
0014UHK	Rear Susp. Hendrickson RT-463 Rear Suspension 46,000-lb Capacity	1	$ 3.200,00	$ 3.200,00
0016SDC	Exterior Grab Handle, Left and Right at B Pillar	1	$ 227,00	$ 227,00
0016SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, Bright Finish	1	$ 534,00	$ 534,00
0016VVA	TIRE PRESSURE MONITOR (SMART TIRE)	1	$ 1.030,00	$ 1.030,00
0016WJU	Power Windows and Door Locks	1	$ 257,00	$ 257,00
0016SDZ	Mirror, Convex, Hood Mounted - Left and Right Sides, Bright Finish	1	$ 216,00	$ 216,00
0027DVB	WHEEL, FRONT (Accuride 29683), 22.5 x 12.25 Extra Polish Alum.	1	$ 903,00	$ 903,00
7652663208	425/65 R22.5 Load Range L XZY-3 (Michelin) All Position	2	$ 329,00	$ 658,00
SAFETY	TRIANGLES AND FIRE EXTINGUISHER	1	$ 259,00	$ 259,00
1618DUMP	16' DUMP BODY 18 Yard, Inc. Air Tail Gate, Elect. Tarp and PTO Pump	1	$ 33.641,00	$ 33.641,00
HARDOXFL	HARDOX STEEL OPTION FOR DUMP BODY	1	$ 9.204,00	$ 9.204,00

Non-Contract Options: All Non-Contract Options include a discount from manufacturer MSRP

36" Steel Toolb				
2WAY TAILGATE - Custom Tailgate with Side Swing Option		1	$ 2.400,00	$ 2.400,00
		1		$ -
THIS QUOTE IS SUBJECT TO CHANGE WITHOUT NOTICE DUE TO INPENDING TARIFFS AND OTHER MATERIAL RELATED COST INCREASES				$ -
				$ -
Total:			$ 186.118,00	$ 186.447,00
	****Florida Waste Tire Fee**	**10**	**$ 1,00**	**$ 10,00**
	****Florida Waste Battery Fee**	**2**	**$ 1,50**	**$ 3,00**
Total Purchase Order Amount:	**included in base price		**$ 186.118,00**	**$ 186.447,00**

Cab Color: White
Body Color: Black

Prepared By:
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Rechtien International
3787 Interstate Park Rd.
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Authorized Agent Signature: _____

Date Signed:

FSA Cooperative Purchasing Program

Contract Terms and Conditions

FSA25-VEH23.0: Heavy Trucks and Buses

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association ("FSA"). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEH23.0 Heavy Trucks and Buses. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and/or manufacturers' authorized dealers for contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEH23.0 Heavy Trucks and Buses ("Contract" or "Agreement") shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the Manufacturer produced products.

G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this Contract.

L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this Contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the

Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements of this ITB and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida ("State"). This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this Contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual Manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their Manufacturers' agreements and must agree to the Terms and Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept Purchase Orders funded in whole or in part with Federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of Federal funding with this

Contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association ("FSA") and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the FSA or a purchaser.

If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating 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 agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

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 Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a 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 from the date of being placed on the convicted vendor list.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions

- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or Eligible Users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor *prior to* conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the Terms and Conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a Manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (being then considered a "Vendor") shall immediately notify the FSA CPP and purchaser(s) in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then,
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's ("AAA") commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorneys' fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorneys' fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to: failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to

which FSA CPP is entitled, according to Section 3.25, and any attorneys' fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Contract by the Vendor, and the FSA may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA can terminate the Contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission include:

- Qualification Form
    - Contact Information
    - Business Profile
    - References
    - Disqualifications & Defaults
- Compliance Attestations
    - E-Verify
    - Anti-Human Trafficking
    - Workers' Compensation
    - Drug-Free Workplace
    - Compliance with Applicable Federal, State, and Local Laws and Ordinances
    - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
    - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or

purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEH23.0 Heavy Trucks and Buses.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the Manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the Manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Items and options should reflect the most complete price and be below MSRP and, at a minimum, should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the Contract, unless otherwise provided in the Contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the FSA Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the Contract, as outlined in these Terms and Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board ("FOB") destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional Manufacturer or vendor discounts.

2.11 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders and, if awarded a contract, Vendors agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the Contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

2.12 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, and 2.13. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

- Offer a price for each item bid by zone.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Any requested exceptions or equivalents.

Option Upload
An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.13 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser.

2.14 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with the signature of an authorized representative five (5) days prior to award.. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.15 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.16 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.17 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.18 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.22, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.19 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.20 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest offer price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

2.21 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.22 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide, the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

2.23 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the Contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for Contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

The Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this Contract.

Equitable Adjustments

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with

the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Section 319.21, *Florida Statutes*, related to the Manufacturer statement of origin apply to cab and chassis purchases apply.

Cabs and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.11 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment Manufacturer ("OEM") and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.12 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA may terminate the Contract in accordance with these Terms and Conditions.

3.13 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

3.14 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.15 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this Contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.16 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a confirmation of order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that a purchaser purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.17 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

3.18 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and Purchase Order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the purchaser, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.
3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.19 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.20 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

3.23 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from Contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's quarterly report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing Contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

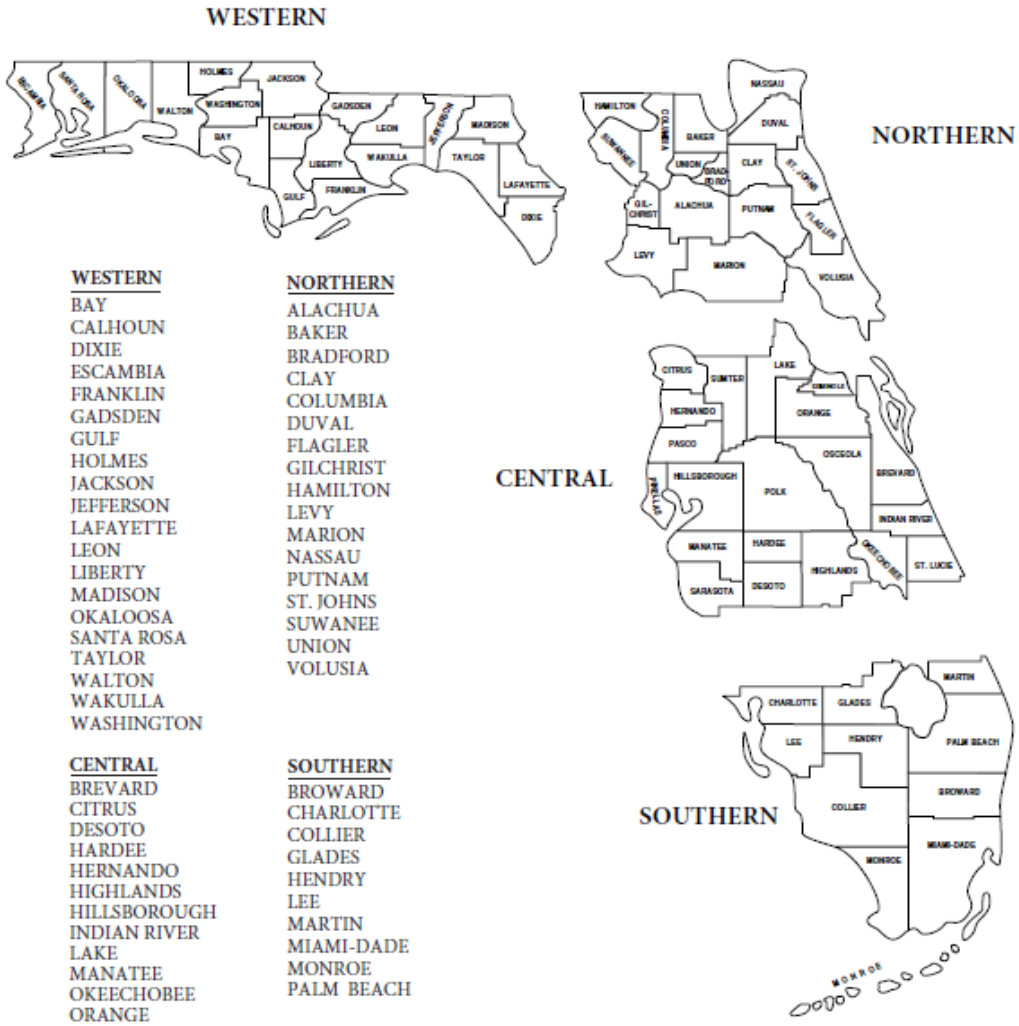
Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA25-VEH23.0 Bid Calendar	Date
Bid Announcement	3/28/25
Voluntary Interested Bidder Workshop FSA25-VEH23.0	6/4/25
New Items & Specifications Submissions Due	6/12/25
Mandatory Pre-Bid Meeting FSA25-VEH23.0 and VendorLink Training	7/15/25
Requests for Clarifications Due to FSA	7/24/25
FSA Response to Requests for Clarifications	7/30/25
Bid System Opens	8/1/25
Cone of Silence	8/1/25-9/23/25
Bid Submissions Due	9/2/25
Bid Tabulations Posted	9/3/25
Public Bid Opening	9/3/25
Bid Evaluations	9/15/25-9/19/25
Intent To Award	9/23/25
Final Award	10/1/25

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded Purchase Orders, Vendors must comply with the following provisions upon award of a federally funded Purchase Order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work	If the Purchase Order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Utilities

ITEM #11: Authorize Vehicle Purchases — Cooperative Purchase — Utilities Department (FY 2026 Budget Funded — Water & Sewer Enterprise Fund) - State of Florida Cooperative Purchase Agreement with Step One Automotive

SUMMARY: The Utilities staff needs to purchase three (3) trucks to support daily operational needs and replace vehicles currently at the end of their useful life. Pursuant to Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, the Village is utilizing the State of Florida Department of Management Services competitively awarded motor vehicle contract (Contract No. 251000000-23-STC), established in May 2023. Supporting bid documentation is maintained by the Procurement Manager.

Within the FY 2026 Budget, the Village Council approved the purchase of two (2) Ford F-150s and one (1) Ford F-250 with a service bed for $200,000.00. Using the State of Florida contract, the staff obtained a quote from Step One Automotive of $145,702.67 for the vehicles.

If approved, the Village would accept pricing from Step One Automotive utilizing the State of Florida Department of Management Services contract, including all terms, conditions, and pricing. The contract term expires May 16, 2026.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2026 Budget — Water & Sewer Enterprise Fund, account # 41336-56400. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Step One Automotive dba Ford Crestview - Vendor Information State (1)
2. 2026 F150 Super Cab (2 each)
3. 2026 F250 Utility Body (1 each)
4. Step One Automotive - Coop Contract Florida
5. Step One Automotive - Coop Contract Florida Amendment 1

Step One Automotive dba Ford Crestview

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	No	Statewide

FEIN: 83-3095306
Website: steponeautomotive.com

Customer Contact

Name: ERIC JORE OR MARK SAMPSON
Email: ejore@steponeauto.com
Phone: 407-234-5116
Address: 696 BEAL PARKWAY, FORT WALTON BEACH, FL 32547

Contract Administrator

Name: MARK SAMPSON
Email: msampson@steponeauto.com
Phone: 360-826-2294
Address: 696 BEAL PARKWAY, FORT WALTON BEACH, FL 32547

Motor Vehicles

Contractors

Service Updates

Forms

Solicitation Documentation

Award

MOTOR VEHICLES (25100000-23-STC)

Exhibit B: Cost Sheet - Group 3: Minivans and Vans

Commodity Code: 25101505 (MINIVANS OR VANS)

Sub-Group	Brand	Line Number	Model	Lowest Cost Plus %	Contractor	2nd Lowest Cost Plus %	Contractor	3rd Lowest Cost Plus %	Contractor
Sub-Group A: Minivans	Chrysler	1	Pacifica	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba CDJR Ft Walton Beach		
		2	Pacifica (Hybrid)	3.00%	Alan Jay Automotive Management, Inc.	5.00%	Step One Automotive dba CDJR Ft Walton Beach		
	Ford	3	Transit Connect Cargo Van	3.00%	Alan Jay Automotive Management, Inc.	3.53%	Tropical Ford, Inc	5.74%	Duval Ford LLC
		4	Transit Connect Passenger Wagon	3.00%	Alan Jay Automotive Management, Inc.	3.50%	Tropical Ford, Inc	5.74%	Duval Ford LLC
	Honda	5	Odyssey						
	Kia	6	Carnival						
	Mercedes-Benz	7	Metris Cargo Van						
		8	Metris Passenger Van						
	Toyota	9	Sienna (Hybrid)	3.00%	Alan Jay Automotive Management, Inc.				
	Volkswagen	10	ID.Buzz (Electric)						
Sub-Group B: Vans	Chevrolet	11	Express Cargo Van	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
		12	Express Passenger Van	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
	Ford	13	E-Transit Cargo Van (Electric)	2.69%	Tropical Ford, Inc	3.00%	Alan Jay Automotive Management, Inc.	5.00%	Step One Automotive dba Ford Crestview
		14	Transit Cargo Van	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba Ford Crestview	3.09%	Tropical Ford, Inc
		15	Transit Crew Van	2.99%	Tropical Ford, Inc	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba Ford Crestview
		16	Transit Passenger Van	2.82%	Tropical Ford, Inc	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba Ford Crestview
	GMC	17	Savana Cargo Van	3.00%	Alan Jay Automotive Management, Inc.				
		18	Savana Passenger Van	3.00%	Alan Jay Automotive Management, Inc.				
	Mercedes-Benz	19	eSprinter Van (Electric)						
		20	Sprinter Cargo Van						
		21	Sprinter Crew Van						
		22	Sprinter Passenger Van						
	Ram	23	ProMaster Cargo Van	3.00%	Alan Jay Automotive Management, Inc.	4.00%	Step One Automotive dba CDJR Ft Walton Beach		
		24	ProMaster City Cargo Van	3.00%	Alan Jay Automotive Management, Inc.				
		25	ProMaster City Wagon	3.00%	Alan Jay Automotive Management, Inc.				
		26	ProMaster EV (Electric)	3.00%	Alan Jay Automotive Management, Inc.				
		27	ProMaster Window Van	3.00%	Alan Jay Automotive Management, Inc.	4.00%	Step One Automotive dba CDJR Ft Walton Beach		
Sub-Group C: Cutaways/ Chassis Cabs	Chevrolet	28	Express Cutaway	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
	Ford	29	E-Transit Cutaway (Electric)	2.84%	Tropical Ford, Inc	3.00%	Alan Jay Automotive Management, Inc.	4.00%	Step One Automotive dba Ford Crestview
		30	Transit Cutaway	3.00%	Alan Jay Automotive Management, Inc.	3.24%	Tropical Ford, Inc	4.00%	Step One Automotive dba Ford Crestview
	GMC	31	Savana Cutaway	3.00%	Alan Jay Automotive Management, Inc.				
	Mercedes-Benz	32	Cab Chassis						
	Ram	33	ProMaster Chassis Cab	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba CDJR Ft Walton Beach		
		34	ProMaster Cutaway	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba CDJR Ft Walton Beach		

MOTOR VEHICLES (25100000-23-STC)

Exhibit B: Cost Sheet - Group 5: Light Duty Trucks

Commodity Codes: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES), 25101509 (ELECTRICALLY POWERED VEHICLE), 25101511 (PLUG-IN-HYBRID ELECTRIC VEHICLE)

Sub-Group	Brand	Line Number	Model	Lowest Cost Plus %	Contractor	2nd Lowest Cost Plus %	Contractor	3rd Lowest Cost Plus %	Contractor
Sub-Group A: Compact and Mid-Size Pickup Trucks	Chevrolet	1	Colorado	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
	Ford	2	Maverick	3.00%	Alan Jay Automotive Management, Inc.	3.20%	Step One Automotive dba Ford Crestview	4.80%	Tropical Ford, Inc
		3	Maverick (Hybrid)	3.00%	Alan Jay Automotive Management, Inc.	3.50%	Step One Automotive dba Ford Crestview	4.80%	Tropical Ford, Inc
		4	Ranger	2.90%	Step One Automotive dba Ford Crestview	3.00%	Alan Jay Automotive Management, Inc.	4.22%	Tropical Ford, Inc
	GMC	5	Canyon	3.00%	Alan Jay Automotive Management, Inc.				
	Honda	6	Ridgeline						
	Hyundai	7	Santa Cruz						
	Jeep	8	Gladiator	3.00%	Alan Jay Automotive Management, Inc.				
	Nissan	9	Frontier	3.00%	Alan Jay Automotive Management, Inc.				
	Toyota	10	Tacoma	3.00%	Alan Jay Automotive Management, Inc.				
Sub-Group B: Full-Size Pickup Trucks	Chevrolet	11	Silverado 1500	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
		12	Silverado 2500 HD	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
		13	Silverado EV (Electric)	3.00%	Alan Jay Automotive Management, Inc.	5.74%	Starke Motorcars LLC		
	Ford	14	F-150	2.90%	Step One Automotive dba Ford Crestview	3.00%	Alan Jay Automotive Management, Inc.	3.65%	Tropical Ford, Inc
		15	F-150 (Hybrid)	3.00%	Alan Jay Automotive Management, Inc.	3.01%	Tropical Ford, Inc	3.10%	Step One Automotive dba Ford Crestview
		16	F-150 Lightning (Electric)	2.56%	Tropical Ford, Inc	3.00%	Alan Jay Automotive Management, Inc.	5.17%	Bozard Ford Co.
		17	Super Duty F-250	2.81%	Tropical Ford, Inc	2.90%	Step One Automotive dba Ford Crestview	3.00%	Alan Jay Automotive Management, Inc.
	GMC	18	Sierra 1500	3.00%	Alan Jay Automotive Management, Inc.				
		19	Sierra 2500 HD	3.00%	Alan Jay Automotive Management, Inc.				
	Nissan	20	Titan	3.00%	Alan Jay Automotive Management, Inc.				
		21	Titan XD	3.00%	Alan Jay Automotive Management, Inc.				
	Ram	22	Ram 1500	3.00%	Alan Jay Automotive Management, Inc.	3.10%	Step One Automotive dba CDJR Ft Walton Beach		
		23	Ram 1500 Classic	2.90%	Step One Automotive dba CDJR Ft Walton Beach	3.00%	Alan Jay Automotive Management, Inc.		
		24	Ram 1500 (Hybrid)	3.00%	Alan Jay Automotive Management, Inc.	3.90%	Step One Automotive dba CDJR Ft Walton Beach		
		25	Ram 2500	3.00%	Alan Jay Automotive Management, Inc.	3.00%	Step One Automotive dba CDJR Ft Walton Beach		
	Toyota	26	Tundra	3.00%	Alan Jay Automotive Management, Inc.				
		27	Tundra (Hybrid)	3.00%	Alan Jay Automotive Management, Inc.				

Motor Vehicles (25100000-23-STC)

Price Quote Form (PQF)

(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)

Updated 3/5/2024

Awarded Contractor Information

Contractor Name:	STEP ONE AUTOMOTIVE GROUP				
Street Address:	4060 S FERDON BLVD				
City, State, Zip:	CRESTVIEW FL 32536				
Contact Person:	MARK SAMPSON	**Title:**	MUNICIPAL AND GOVERNMENT FLEET ACCOUNTS MANAGER		
Original Quote Date:		**Revised Quote Date:**		**Est. Delivery:**	
Phone #'s: **Primary:**	360-826-2294		**Secondary:**		
Email Address:	MSAMPSON@STEPONEAUTO.COM				
Fax #:					
Contractor's Purchase Order #:					

Requesting Customer Information

Agency/Eligible User Name:	CITY OF PALM SPRINGS				
Contact Person:	RAYMOND CAMPBELL	**Title:**	UTILITIES BUYER		
Phone #'s: **Primary:**	561-584-8200		**Secondary:**		
Email Address:	rcampbell@vpsfl.org				
Fax #:					
Secondary Contact for Customer (Optional)					
Contact Person:		**Title:**			
Phone #'s: **Primary:**			**Secondary:**		
Email Address:					
Fax #:					

INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED COST SHEET.

UNSPSC Commodity Code*	Group	Sub-Group	Line Number
25101507	5 LIGHT DUTY TRUCKS	B FULL SIZE PICKUPS	14

Brand	Model	Cost Plus % (#.##%)
FORD	2026 F150 4X2 XL SUPERCAB 145” W/BASE 2.7L 10 SP AUTO (X1K)	2.90%

MOTOR VEHICLE

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

Motor Vehicle Description	Cost (per unit)	Cost Plus %	Total Customer Price
2026 F150 4X2 XL SUPERCAB 145” W/BASE 2.7L 10 SP AUTO (X1K)	$39,728.00	2.90%	$ 40,880.11

Non-standard accessories, components, equipment, features, parts, etc. that are attached to or provided with the vehicle when it is shipped from the Manufacturer:

TOTAL COST: Motor Vehicle (per unit)	**$ 40,880.11**

OEM OPTIONS

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

OEM Option Description	Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
F150 4X2 SUPERCAB XL - 145 145 INCH WHEELBASE 50 STATE EMISSIONS EXTENDED RANGE 36GAL FUEL TANK CONN PKG: 1 YR INCL W/FORD APP OXFORD WHITE VINYL 40/20/40 FRONT SEAT MEDIUM DARK SLATE EQUIPMENT GROUP 101A .XL SERIES .17" SILVER STEEL WHEELS 2.7L V6 ECOBOOST ELEC TEN-SPEED AUTO TRANS 245/70R 17 BSW ALL-SEASON 3.55 RATIO REGULAR AXLE 6365# GVWR PACKAGE			$ -		$ -
INTEGRATED TRAILER BRAKE CONT		$251.00	$ 258.28	1	$ 258.28
ALUMINUM TOOLBOX-BRIGHT *ACCY		$960.00	$ 987.84	1	$ 987.84
BEDLINER-TOUGHBED SPRAYIN*ACCY		$569.00	$ 585.50	1	$ 585.50
FUEL CHARGE		$13.00	$ 13.38	1	$ 13.38
NET INVOICE FLEET OPTION (B4A)		$7.00	$ 7.20	1	$ 7.20
DESTINATION & DELIVERY		$2,595.00	$ 2,670.26	1	$ 2,670.26
FORD FLEET SPECIAL ADJUSTMENT			$ -	1	$ (520.00)
SPECIAL FLEET ACCOUNT CREDIT			$ -	1	$ (1,198.00)
Acc. Code ID: 10 Contract/Ref #: 22-414T Description: undefined Concession Amount:			$ -	1	$ (3,000.00)
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
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			$ -		$ -
			$ -		$ -
TOTAL COST: OEM Options (per Motor Vehicle)					**$ (195.55)**

NON-OEM OPTIONS

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

Non-OEM Option Description	Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
1 4 CORNER STROBES		$1,272.00	$ 1,308.89	1	$ 1,308.89
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
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			$ -		$ -
			$ -		$ -
TOTAL COST: Non-OEM Options (per Motor Vehicle)					**$ 1,308.89**

BODY TRANSFER AND 3rd PARTY BODY INSTALLATIONS

Body Transfer and 3rd Party Body Installations Description	Manufacturer/Brand	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL COST: Body Transfer and 3rd Party Body Installations (per Motor Vehicle)				**$ -**
Customer Order Total with Cost % Applied Where Applicable				**$ 41,993.46**
Total Vehicles Quoted (with the same OEM and Non-OEM Options)				**2**
GRAND TOTAL				**$ 83,986.92**

Contractor Comments:	
Customer Comments:	

***UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Discount Sheet for the code(s) applicable to each Group and Sub-Group.**

Motor Vehicles (25100000-23-STC)

Price Quote Form (PQF)

(STATE AGENCIES MUST ALSO SUBMIT FORM MP6301)

Updated 3/5/2024

Awarded Contractor Information

Contractor Name:	STEP ONE AUTOMOTIVE GROUP				
Street Address:	4060 S FERDON BLVD				
City, State, Zip:	CRESTVIEW FL 32536				
Contact Person:	MARK SAMPSON	**Title:**	MUNICIPAL AND GOVERNMENT FLEET ACCOUNTS MANAGER		
Original Quote Date:	10/2/25	**Revised Quote Date:**		**Est. Delivery:**	
Phone #'s: **Primary:**	360-826-2294		**Secondary:**		
Email Address:	MSAMPSON@STEPONEAUTO.COM				
Fax #:					
Contractor's Purchase Order #:					

Requesting Customer Information

Agency/Eligible User Name:	CITY OF PALM SPRINGS				
Contact Person:	RAYMOND CAMPBELL	**Title:**	UTILITIES BUYER		
Phone #'s: **Primary:**	561-584-8200		**Secondary:**		
Email Address:	rcampbell@vpsfl.org				
Fax #:					
Secondary Contact for Customer (Optional)					
Contact Person:		**Title:**			
Phone #'s: **Primary:**			**Secondary:**		
Email Address:					
Fax #:					

INFORMATION IN THIS SECTION MUST MATCH THE INFORMATION ON THE AWARDED COST SHEET.

UNSPSC Commodity Code*	Group	Sub-Group	Line Number
25101507	5 LIGHT DUTY TRUCKS	B FULL SIZE PICKUPS	17

Brand	Model	Cost Plus % (#.##%)
FORD	2026 F250 4X4 XL SRW RCAB 142” W/BASE 6.8L 10 SP AUTO (F2B)	2.90%

MOTOR VEHICLE

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

Motor Vehicle Description	Cost (per unit)	Cost Plus %	Total Customer Price
2026 F250 4X4 XL SRW RCAB 142” W/BASE 6.8L 10 SP AUTO (F2B)	$46,041.00	2.90%	$ 47,376.19

Non-standard accessories, components, equipment, features, parts, etc. that are attached to or provided with the vehicle when it is shipped from the Manufacturer:

TOTAL COST: Motor Vehicle (per unit)	**$ 47,376.19**

OEM OPTIONS

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

OEM Option Description	Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
F250 4X4 STYLESIDE PICKUP/142 142 INCH WHEELBASE .REAR VIEW CAMERA & PREP KIT 9900# GVWR PACKAGE 50 STATE EMISSIONS CONN PKG: 1 YR INCL W/FORD APPOXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.600A .XL TRIM .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK .6.8L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT-G .LT245/75R17E BSW ALL-SEASON 3.73 RATIO NON LTD SLIP AXLE			$ -		$ -
TRAILER BRAKE CONTROLLER		$273.00	$ 280.92	1	$ 280.92
EXTERIOR BACKUP ALARM		$210.00	$ 216.09	1	$ 216.09
360 DUAL WARN STRB AMBER/WHITE		$600.00	$ 617.40	1	$ 617.40
FUEL CHARGE		$13.00	$ 13.38	1	$ 13.38
NET INVOICE FLEET OPTION (B4A)		$7.00	$ 7.20	1	$ 7.20
DESTINATION & DELIVERY		$2,595.00	$ 2,670.26	1	$ 2,670.26
FORD FLEET SPECIAL ADJUSTMENT			$ -	1	$ (635.00)
SPECIAL FLEET ACCOUNT CREDIT			$ -	1	$ (1,348.00)
Acc. Code ID: 10 Contract/Ref #: 15-213T Description: undefined Concession Amount:			$ -	1	$ (3,000.00)
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
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			$ -		$ -
			$ -		$ -
TOTAL COST: OEM Options (per Motor Vehicle)					**$ (1,177.76)**

NON-OEM OPTIONS

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET.

Non-OEM Option Description	Manufacturer/Brand	Cost (per unit)	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
FURNISH AND INSTALL 8' STANDARD SERVICE BODY		$10,270.00	$ 10,567.83	1	$ 10,567.83
WHELEN 16' MINI LIGHTI BAR 4 WHELE STROBES		$1,595.00	$ 1,641.26	1	$ 1,641.26
CBRCK SVC BODY 21HX48.75W IBD CBRCK SVC BODY 21HX48.75W IBD		$1,095.00	$ 1,126.76	1	$ 1,126.76
Install OEM-Supplied Back Up Camera to OEM Monitor *When Chassis is ordered with OEM Back-Up Camera Option		$380.00	$ 391.02	1	$ 391.02
ITB CARGO, COMPARTMENT TOPS REAR BUMPER		$1,205.00	$ 1,239.95	1	$ 1,239.95
7-Way/4-Way Flat Trailer Plug Combo, Hopkins 40955		$230.00	$ 236.67	1	$ 236.67
WINDOW TINTING		$305.00	$ 313.85	1	$ 313.85
			$ -		$ -
			$ -		$ -
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			$ -		$ -
TOTAL COST: Non-OEM Options (per Motor Vehicle)					**$ 15,517.32**

BODY TRANSFER AND 3rd PARTY BODY INSTALLATIONS

Body Transfer and 3rd Party Body Installations Description	Manufacturer/Brand	Customer Price (per unit)	Quantity (per Motor Vehicle)	Total Customer Price
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL COST: Body Transfer and 3rd Party Body Installations (per Motor Vehicle)				**$ -**
Customer Order Total with Cost % Applied Where Applicable				**$ 61,715.75**
Total Vehicles Quoted (with the same OEM and Non-OEM Options)				**1**
GRAND TOTAL				**$ 61,715.75**

Contractor Comments:	
Customer Comments:	

***UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Discount Sheet for the code(s) applicable to each Group and Sub-Group.**

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract
No. 25100000-23-STC
For
Motor Vehicles

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Step One Automotive dba Ford Crestview** (Contractor), collectively referred to herein as the "Parties."

Accordingly, for the good and mutual consideration hereby acknowledged, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for two years. The Initial Contract Term shall begin on May 17, 2023. The Contract shall expire on May 16, 2025, unless terminated earlier in accordance with the Special Contract Conditions and Additional Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract for one year, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

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a) This Contract document
b) Exhibit A, Scope of Work
c) Exhibit B, Cost Sheet (Group 1 – 7)
d) Exhibit C, STC Additional Special Contract Conditions
e) Exhibit D, Special Contract Conditions
f) Exhibit E, Price Quote Form (PQF)
g) Exhibit F, Acknowledgement of Order Form

IV. Contract Management.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Todd Carter
Step One Automotive dba Ford Crestview
4060 Ferdon Blvd
Crestview, FL 32536
Telephone: (602) 430-7329
Email: TCarter@StepOneAuto.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Step One Automotive
dba Ford Crestview

DocuSigned by:
ERIC JORE
0A03D315BE3048A...

Eric Jore

5/16/2023 | 11:40 AM EDT

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
5E01A0D360ED47C...

Secretary, Pedro Allende

5/17/2023 | 1:37 PM EDT

Date:

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Exhibit A
Scope of Work

1. Purpose

To provide Customers with new and unused Motor Vehicles on a statewide basis, pursuant to the terms set forth in this Scope of Work. Contractors shall provide Motor Vehicles and applicable Options in accordance with the scope contained herein. All State Agencies shall comply with section 287.151, Florida Statutes, when purchasing under this Contract. The Motor Vehicles offered under the Contract shall be classified under the following Groups and Sub-Groups, which are listed and described as follows:

- Group 1: Law Enforcement Vehicles
  - Sub-Group A: Police Pursuit Vehicles
  - Sub-Group B: Special Service Vehicles
  - Sub-Group C: Transport Vans
  - Sub-Group D: Non-Specialized Vehicles for Law Enforcement Use Only
  - Sub-Group E: Motorcycles
- Group 2: Sedans and Hatchbacks
  - Sub-Group A: Sedans
  - Sub-Group B: Hatchbacks
- Group 3: Minivans and Vans
  - Sub-Group A: Minivans
  - Sub-Group B: Vans
  - Sub-Group C: Cutaways/Chassis Cabs
- Group 4: Sport Utility Vehicles
  - Sub-Group A: Crossover Sport Utility Vehicles
  - Sub-Group B: Traditional Sport Utility Vehicles
- Group 5: Light Duty Trucks
  - Sub-Group A: Compact and Mid-Size Pickup Trucks
  - Sub-Group B: Full-Size Pickup Trucks
- Group 6: Medium Duty Trucks
  - Sub-Group A: Pickup Trucks
  - Sub-Group B: Chassis Cabs
- Group 7: Low Speed Vehicles

2. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Brand – A particular name under which a Motor Vehicle or Option is sold by a Manufacturer. Examples include, but are not limited to: Ford, GMC, Chevrolet, Nissan, Toyota, etc.

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Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, Florida Statutes, from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity – As defined in section 287.012, Florida Statutes.

Commodity Code – The State's numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying Commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from ITB No. 23-25100000-ITB.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters into a Contract with the Department as a result of receiving an award from ITB No. 23-25100000-ITB. A Contractor can be a Manufacturer or Dealer.

Cost – The actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

Cost Plus Percentage – The percentage the Contractor is allowed to charge above the Cost of the Model and applicable Options.

Customer – A State agency or Eligible User.

Dealer – A Manufacturer's certified dealer who has been authorized by the Manufacturer to market, sell, provide, and service the Models or Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State agency.

Eligible User – As defined in Rule 60A-1.001, Florida Administrative Code.

Free on Board (FOB) Destination – A shipping method as defined in section 672.319(1)(b), Florida Statutes.

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Group – A series of Models with applicable Commodity Codes, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

Manufacturer – The original producer of a Motor Vehicle or Option, which may be sold under a Brand name. Examples include, but are not limited to: Ford Motor Company, General Motors (GM), Nissan Motor Corporation, Toyota Motor Corporation, etc.

Manufacturer's Last Order Date – The final date the Manufacturer stops accepting orders for a Model, either for a specific production year or overall (i.e., the discontinuation of a Model).

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific Commodities or services without the benefit of the Contract.

Model – A particular name used to identify a collection of Motor Vehicles that are sold under the same Brand name and are similar in style and appearance. Examples include, but are not limited to, Ford F-150, GMC Sierra, Chevrolet Suburban, Nissan Titan, Toyota Corolla, etc.

Motor Vehicle – A specific vehicle that meets the definition of "Motor vehicle" contained in section 320.01(1), Florida Statutes, or a specific vehicle that meets the definition of "Low-speed vehicle" as contained in section 320.01(41), Florida Statutes. The term includes all Options that are attached to or provided with the vehicle when it is manufactured. The Cost Plus Percentage shown in Attachment C, Cost Sheet (Group 1 – 7), shall apply to the Cost for the Motor Vehicle, regardless of whether any Options were specifically requested by the Customer or are considered "standard" or "optional" for the trim level ordered by the Customer.

Options – Options which meet the requirements, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Motor Vehicle by the Manufacturer or Dealer, as specified, ordered, legal, customary, reasonable, and prudent in the industry. Options include the following types:

- Non-Original Equipment Manufacturer (OEM) Option – A new and unused Option intended for the Motor Vehicle that is produced by a party other than the OEM. May also be referred to as an aftermarket Option.

- OEM Option - A new and unused Option intended for the Motor Vehicle that is produced by the OEM.

State – The State of Florida.

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Sub-Group – A specific series of Models within a Group, which are described in this Scope of Work and Attachment C, Cost Sheet (Group 1 – 7). A Group may or may not include Sub-Groups.

3. Minimum Specifications and Standards

The Contractor shall ensure all Motor Vehicles and Options offered under this Contract comply with the following:

a. Designed, constructed, equipped, assembled, and installed to be fully suitable for their intended use, purpose, and service pursuant to this Scope of Work;

b. New and unused (except as specified in the Transportation and Delivery section of this Scope of Work), for the Manufacturer's latest Model year available,of current or recent production, and of the latest available design and construction;

c. Include all features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current procedures and requirements for the applicable Manufacturer's Motor Vehicles;

d. Free of damage, defect, and rust which may affect appearance,operability, functionality, or serviceability;

e. Motor Vehicles and Options ordered by the Customer are fully compatible with each other;

f. Comply with current legal, customary, reasonable, and professional standards of the Motor Vehicle and transportation equipment manufacturing industry;

g. Comply with current mandatory and applicable federal and State of Florida Motor Vehicles standards and requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

4. Advertising and Marketing

No Dealer's advertising and identification (name, logos, etc.) is permitted on any Commodity offered under this Contract. The Manufacturer's advertising and identification (name, Model, logos, etc.) is permitted on any Commodity provided under this Contract if such advertising and identification is a Manufacturer's practice. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising and identification. The Department and Customers reserve the right to, in their sole discretion, determine what advertising and identification is considered unacceptable under this Contract.

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5. Luxury, Performance, or Sport Motor Vehicles or Options

No luxury, performance, or sport Motor Vehicles or Options shall be permitted under this Contract. The Bureau of Fleet Management and the Contract Manager shall determine what is considered luxury, performance, or sport. All Options and equipment must be approved by the Bureau of Fleet Management in accordance with 60B-1 F.A.C.

6. Installation

When installation is required, the Contractor shall be responsible for ensuring the installation of the Options in the required locations at no additional charge, as specified in the Charges and Fees section. Options shall be assembled and installed by the Manufacturer, Dealer, or at the port. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance or render it structurally or operationally unsound. Installation includes the furnishing of any materials required to install or replace the parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat andunobstructed condition, with everything in satisfactory repair and order.

6.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must comply with section 319.21, Florida Statutes, perform Manufacturer required pre-delivery inspection, and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of aftermarket Options only. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of a body transfer or 3rd party body installations must be included in the Motor Vehicle's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration; however, the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

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7. Warranty Repairs and Adjustments

All warranty repairs and adjustments are covered throughout the Contract term at no additional cost to Customer(s) or the Department. The Manufacturer shall be responsible for warranty and recall services performed, regardless of whether the Contractor actually performed the service. Nothing in this section requires or allows the Contractor to require the Customer to return the Motor Vehicle to the Contractor for warranty repairs and adjustments. The Customer shall be able to return the Motor Vehicle to any location authorized by the Manufacturer to perform warranty repairs and adjustments at no additional cost to the Customer.

7.1 Extended Warranty

This Contract does not include “extended warranty” service agreements. However, the Contractor may offer Customers “extended warranty” service agreements for the maintenance and repair of Commodities after the initial warranty expires, but not as a term of this Contract. The Contractor will list this additional service as a separate item on the invoice.

8. Federal and State Standards

All requirements herein are in full and complete compliance with all federal and State of Florida laws, standards, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes but is not limited to: Federal Motor Vehicle Safety Standards (“FMVSS”), Occupational Safety and Health Administration (“OSHA”), Environmental Protection Agency (“EPA”) Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services’ safety and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of Commodities and contractual services provided. If a conflict exists, the Contractor, regardless of whether it is the Manufacturer or Dealer, shall contact the Department’s Contract Manager in writing no later than 24 hours after identification of the conflict.

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9. Warranty

The Manufacturer's warranty shall cover all Commodities and contractual services offered under the Contract. The Manufacturer's warranty is required to provide coverage against defective material, workmanship, and failure to perform. The Manufacturer's warranty coverage shall be identical to or exceed those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state, or local governments. The Manufacturer's warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Inspection and Acceptance" section. Should the Manufacturer's warranty conflict with any requirements, terms, or conditions of the Contract, the Contract requirements, terms, and conditions shall prevail. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer warranty terms and conditions.

10. Recalls

In the event there is a recall of any of the Motor Vehicle or Options, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure that defective Motor Vehicle and Options are rectified, replaced, and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts related to recalls shall be at Contractor's own expense.

11. Manufacturer's Last Order Date and Production Schedule Changes

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Date to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day of receiving the order.

12. Model Additions, Replacements, and Deletions

A new Model may be added to Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The Model did not exist at the time of the original procurement;
- The Model is produced under a Brand for which the Contractor was awarded;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Model falls under a Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded; and

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- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor is less than or equal to the highest Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered for all Models in the same Sub-Group (or Group, for Groups that do not include Sub-Groups) for which the Contractor was awarded.

An existing Model may be replaced by a newer Model in Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if all of the following conditions are met:

- The new Model did not exist at the time of the original procurement;
- The new Model is produced under the same Brand as the existing Model;
- The Model meets or exceeds the Contract requirements, specifications, terms and conditions;
- The Manufacturer's intent is to replace the existing Model with the new Model; and
- The Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage offered by the Contractor for the new Model is less than or equal to the Motor Vehicle, OEM Options, and Non-OEM Options Cost Plus Percentage for the existing Model being replaced.

An existing Model may be deleted from Attachment C, Cost Sheet (Group 1 – 7) at the request of the Contractor if the Manufacturer discontinues production of the Model.

The Department reserves the right to delete Models, from this Contract by removing them from Attachment C, Cost Sheet (Group 1 – 7). Models may be removed at the sole discretion of the Department.

The Department reserves the exclusive right to approve or deny any addition, deletion, replacement, or other request under this section and to establish its effective date. Requests will be reviewed separately and accepted or rejected on an individual basis.

13. Price Quote Form (PQF)

Customers shall request a PQF from all Contractors awarded for a specific Model. If the Model is available from the Contractor, the Contractor shall provide Customers a completed PQF for Motor Vehicles and Options purchased under this Contract and all charges, including labor and installation, shall be itemized separately. The maximum pricing permitted shall not exceed the sum of the Cost and applied Cost Plus Percentage for the awarded Model and Options. The Customer and Contractor may negotiate a lower price.

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Upon Customer request, the completed PQF shall be provided by the Contractor and returned to the Customer within two Business Days. The Contractor will provide the price available at the time of the PQF using the latest information available from the manufacturer at the time and considering Options or other additions to meet the Model and Options requested. The Contractor is responsible for communicating any potential price changes during the manufacturing process, and then give the Customer the option to accept the changes or cancel the purchase order. The Contractor shall be responsible for removing all non-eligible and unacceptable charges and fees under the Contract from the PQF.

At the time of quote, the PQF must be accompanied by documentation showing Cost and the added Cost Plus Percentage for the Customer. Upon delivery, the Contractor must provide documentation showing Cost and the added Cost Plus Percentage for the Customer. At a minimum, the Contractor shall provide documentation reflecting the actual price the Contractor paid for the Model and applicable Options from the Manufacturer including any delivery fees. Any price changes that occur during the manufacturing, ordering, or delivery process must be approved by the Customer.

14. Department Approval (State Agency Only)
After receiving a completed PQF, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment

15. Acknowledgment of Order Form
The Contractor shall email Customers with a completed Attachment I, Acknowledgment of Order Form, within five Business Days of receiving the Customer's order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure by the Contractor to provide the Customer the Acknowledgment of Order Form within five Business Days from the date the Contractor received the Customer's order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the Motor Vehicle(s) and Options which meets the requirements, terms, and conditions herein and shall not be higher than the Cost Plus Percentage provided in Attachment C, Cost Sheet (Group 1 – 7). If the awarded Motor Vehicle(s) and Options are not available or cannot be delivered within the contractually required timeframe, the Contractor must provide a comparable Motor Vehicle(s) and Options of equal or better value which meets or exceeds the requirements, terms, and conditions herein. The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

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16. Acceptance of Order

The Contractor shall deliver the awarded Motor Vehicle(s) and Options listed on the Customer's order in accordance with the prices, Cost Plus Percentages, requirements, terms, and conditions of the Contract and the Customer's order.

17. Transportation and Delivery

The final price to the Customer shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of Motor Vehicles and Options shall be Free on Board (FOB) Destination to any location statewide as follows:

1. Motor Vehicles and Options not in stock or unavailable from a Manufacturer at the time of order must be delivered within 180 calendar days, and only based on industry delays, not to exceed 365 calendar days, after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 180 calendar day timeframe, due to industry delays, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the Customer's order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.

2. Motor Vehicles and Options in stock must be delivered within 14 calendar days after receipt of the Customer's order unless an Option requires a post-Manufacturer or Dealer installation. These Options shall be delivered within 30 calendar days after receipt of the order.

Delivery of Motor Vehicles and Options is defined as the receipt by the Customer and delivered to the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor shall provide Customers a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. on Business Days and on the Customer's local time unless previously arranged and approved by the Customer in writing.

Deliveries of Motor Vehicles and Options can be made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or $0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor.

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The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All Motor Vehicles delivered by the Contractor to the Customer shall contain no less than ¼ tank of fuel as indicated by the fuel gauge at the time of delivery and receipt by the Customer.

The Contractor will perform a Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering Motor Vehicles and Options that are properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition;
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Motor Vehicle is completely assembled, unless otherwise noted by the Customer, and thoroughly tested and ready for operation upon Delivery.

All Motor Vehicles shall be delivered with the following, completed documents:

1. Manufacturer's PDI form;
2. A copy of the Customer's order;
3. Contractor's Attachment C, Cost Sheet (Group 1 – 7);
4. Manufacturer's invoice(s) for each delivered Commodity, including individual Motor Vehicle, and Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable,which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual
8. Manufacturer's warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

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Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed documentation or that have submitted altered forms to the Customer may be cause for default proceedings and Contract termination.

18. Inspection and Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer should inspect the Motor Vehicle and Options for any physical damage. The Contractor is obligated to correct any Customer identified errors or damage at no cost to the Customer.

Inspection and acceptance shall occur at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Motor Vehicles and Options shall be the responsibility of the Contractor until inspection and acceptance by the Customer. If a Motor Vehicle or Option requires service or adjustments, as required by the Customer, the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Motor Vehicle or Option, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

19. Commodities Title and Registration

The Contractor shall title and register Motor Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by the Customer at the time of delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within thetimeframe agreed to by the Customer and the Contractor.

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In the event the Customer is permitted by law to obtain title and registration for the Motor Vehicle independent of the Contractor and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgment of Order Form. However, the Customer shall then be obligated to title and register the Motor Vehicle and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as “State”, “County”, or “City” from most county tax offices, but agency plates such as “DOT”, “DC”, “DNR”, etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the Customer’s order.
  The Customer’s order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person’s name, title, and telephone number should there be any questions.

20. Charges and Fees
All pricing under this Contract shall include the following in the Cost Plus Percentage:

1. Administrative;
2. Environmental;
3. *Tax, Tag, and Title;
4. *License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Motor Vehicle or Options according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
14. Installation (except as specified in the Body Transfer and 3rd Party Body Installations section of the SOW)

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*Customers have the right to process their own Tax, Tag, and Title and License Plate Transfer. If this occurs, the Contractor shall credit the Customer for any applicable title fees.

Charges and fees in excess of those that existed on the date the Contract was entered into may be extended to Customers only if the amount of the increase is attributable to changes in market conditions. The amount of the charge or fee extended to Customers shall not exceed the difference between the amount of the charge or fee at the time of the request for Departmental approval and the amount of the charge or fee that existed at the inception of the Contract. Prior to extending any such charge or fee to Customers, the Contractor must request the Department's approval by submitting to the Contract Manager documentation and justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers.

The Department reserves the exclusive right to approve or deny the increase of any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the PQF; the Contractor shall provide documentation of the Department's approval with each PQF that includes the charge or fee.

21. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

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22. MFMP Transaction Fee Report
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department'selectronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee &Reporting section and Training for Vendors section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

23. Quarterly Sales Reports
The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within thirty (30) calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.
Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.
Quarter 2 – (October-December) – due 30 calendar days after the close of the period.
Quarter 3 – (January-March) – due 30 calendar days after the close of the period.
Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

24. Diversity Report
The Contractor shall report to each Customer, spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

25. Ad Hoc Reports
The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

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26. Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

a. Contract compliance
b. Contract savings (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

27. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily or per occurrence for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. Customer's reserve the right to revise or add additional financial consequences for each order. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports to the Department	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received
Contractor will timely submit completed MFMP Transaction Fee Reports to the Department	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$250 per Calendar Day late/not received
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two Business Days following the Customer's request	$250 per occurrence of an inaccurate or untimely Price Quote Form

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Contractor will deliver Motor Vehicles with no less than a ¼ tank of fuel upon delivery to Customers	Contractor shall adhere to delivery requirements pursuant to the Transportation and Delivery section in the SOW	Upon each Motor Vehicle delivery to Customers	$50 per occurrence of a Motor Vehicle delivery with less than a ¼ tank of fuel upon delivery to Customers
Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	$250 per occurrence

No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that are required under this Contract.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit C

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing. Left intentionally blank.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all

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prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The

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Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

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12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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Exhibit D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: **25100000-23-STC**
Contract Name: **Motor Vehicles**

This Contract Amendment No. 1 ("Amendment") to Contract No. 25100000-23-STC ("Term Contract") is made by the Department of Management Services ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and Step One Automotive FD CW, LLC dba Ford Crestview ("Contractor"), with its principal place of business located at 696 Beal Parkway, Fort Walton Beach, FL 32547; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on May 17, 2023, for the provision of Motor Vehicles;

WHEREAS the Term Contract provides for one year of renewal in Exhibit D, Special Contract Conditions, subsection 2.2, Renewal and;

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit D, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.

a. All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

b. Term Contract Exhibit C, Additional Special Contract Conditions, is hereby deleted in its entirety. All references to Exhibit C, Additional Special Contract Conditions in the Term Contract are hereby deleted.

c. Term Contract Exhibit D, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit D, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein.

d. Term Contract Section III. Contract is hereby deleted in its entirety and replaced with the following:

   As used in this document, "Term Contract" shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Term Contract must be in writing and signed by all Parties.

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CONTRACT AMENDMENT NO.: 1
Contract No.: **25100000-23-STC**
Contract Name: **Motor Vehicles**

All Exhibits listed below are incorporated in their entirety into, and form part of, this Term Contract. The Term Contract document and Exhibits shall have priority in the following order:

i. This Contract document
ii. Exhibit A, Scope of Work
iii. Exhibit B, Cost Sheet (Group 1 – 7)
iv. Exhibit D, Enterprise Standard Terms and Conditions
v. Exhibit E, Price Quote Form (PQF)
vi. Exhibit F, Acknowledgement of Order Form

II. Contract Renewal. The Term Contract is renewed for a period of one year pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of May 16, 2026**.**

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

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

State of Florida:
Department of Management Services

DocuSigned by:
By: Pedro Allende
C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 4/8/2025 | 10:55 AM EDT

Contractor:
Step One Automotive FD CW, LLC dba Ford Crestview

DocuSigned by:
By: ERIC JORE
0A03D315BF3048A...

Name: ERIC JORE
Title: Government Account Manager
Date: 4/6/2025 | 8:07 PM EDT

Exhibit D

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C.**,** and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

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

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Utilities

ITEM #12: Authorize Equipment Purchase — Cooperative Purchasing - Utilities Department (FY2026 Budget Funded - Water & Sewer Enterprise Fund) — Sourcewell - Generac Power Systems, Inc.

SUMMARY: The Utilities staff must purchase one (1) portable generator to support daily operational and potential emergency needs of the utility systems. In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommends the Village utilize the current Sourcewell cooperative purchasing contract to ensure the lowest possible price. Sourcewell completed a competitive selection process for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services (RFP No. 092222) in September 2022, and bid documents are on file in the Office of the Village Clerk.

Within the FY 2026 Budget, the Village Council approved the purchase of one (1) portable generator for $78,000.00. Using the Sourcewell contract, the staff obtained a quote of $62,048.92 from Genset Service, Inc.

If approved, the Village would accept Generac's pricing by utilizing the Sourcewell cooperative purchasing contract, including all terms, conditions, and pricing. The contract term expires on November 22, 2026.

FISCAL IMPACT:

Funding to support purchases under this proposed agreement is available within the FY 2026 Budget — Water & Sewer Enterprise Fund, account # 41336-56400. The Village will not expend more than the amount in the approved Budget as it may be adopted/amended each year for those goods and services over the term of this contract.

ATTACHMENTS:

1. Proposed Quote - Generac

GENSET SERVICES, INC.

Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 64566 **Proposal Date: 10/20/2025** **Valid Until: 11/19/2025**

Job Name: **Village of Palm Springs - 50kw Portable - Sourcewell Contract #:092222-GNR**

Prepared For: Village of Palm Springs

Contact: Jordan Hales

Project Rep: Michael Bright

Phone: 954-956-9252

Email: mbright@gensetservices.com

We are pleased to offer the following proposal:

Quantity 1 - Generac Mobile diesel engine-driven generator set MDG75DF4, consisting of the following features and accessories:

- Trailered Unit
- 75KVA Rating, 60Hz
- 4-Position Voltage Selector Switch
  - 277/480VAC Three Phase
  - 120/208VAC Three Phase
  - 120/240VAC Three Phase
  - 120/240VAC Single Phase
- Prime Duty Rating
- CSA
- Standard Alternator
- Variable Speed Cooling Fan
- Standard Run Single Wall Tank
- Single Axle
- Surge Brakes
- 2 in. Ball Hitch Adjustable
- Trailer Adapter, Flat 4 to Round 7 Spade
- Rear Stabilizer Jack
- 10 Amp Battery Charger
- 50 Ethylene Glycol/50 Water
- Connection Lugs
- Convenience Receptacles
- PM Voltage Regulator
- MDG75DF4

Quantity 1 - Freight to Village of Palm Springs

Quantity 1 - Commissioning with 1hr Load bank

Total investments for the above equipment (not including any taxes): **$ 62,048.92**

Terms and Conditions:

30% deposit with order, balance before shipping. Other payment terms need to be approved by the credit department before a purchase order is accepted. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive.

Due to uncertainty in the cost of components for our products caused by the current administrations import tariff policies, the above pricing is an estimate and subject to change up to the day the equipment ships. It will be necessary to pass along any increases where additional tariffs apply.

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of Genset, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.

Estimated Delivery:	4-8wks
FOB:	jobsite installation and offloading by others unless included in the above BOM
Quoted Per:	email from Jordan, no plans or specs
Exceptions to the specifications:	

Customer Authorization:

(by signing below, I acknowledge that I have read and accept the Genset terms and conditions that follow).

Signature: _____

Print Name:

Title:

Date:

P.O.#:

Project Status

- ◯ Hold for Release
- ◯ Release to Manufacturer

GENSET SERVICES, INC.

Sales & Service for Standby Engine Generators

GENERAC | INDUSTRIAL POWER

Proposal#: 64566 **Proposal Date: 10/20/2025** **Valid Until: 11/19/2025**

Terms and Conditions

GENSET SERVICES SERVICE TERMS & CONDITIONS 1. Agreement and Order. The terms and conditions set forth below (the Terms and Conditions) and on Gensets proposal, quotation or order form attached hereto (collectively referred to as the "Proposal" and together with these Terms and Conditions, the Agreement) constitute the complete and exclusive statement of the terms of this transaction by and between Genset Services, Inc. (Genset) and the customer identified on the Proposal (the Customer) for the performance of the services specifically set forth on the Proposal (the Services). To the extent that the terms contained on the Proposal differ from the terms contained in these Terms and Conditions, the terms of the Proposal shall govern to the extent of such differences provided that Genset has executed the version of the Proposal containing such terms following the addition or inclusion of such terms. Genset shall have no obligation to perform other services not described on the Proposal, but Genset may provide other Services at Customers request, as and when needed pursuant to the Agreement. Any additional Services performed shall be subject to these Terms and Conditions 2. Parts. Genset shall furnish parts as necessary at Gensets then current scheduled price or on an exchange basis, regardless of when installed, and such parts shall either be new or equivalent to new in performance when used in Customers equipment. 3. Modification of Terms. No terms contained on any purchase order, service order, contract or other document prepared by or submitted to Genset by Customer or its agents, including modification of the terms contained on the Proposal and in these Terms and Conditions, shall be effective or bind Genset unless Genset agrees to such terms or requirements by executing and returning to Customer such purchase order, agreement or other document. Failure by Genset to respond in writing to Customer upon receipt of Genset of a purchase order or other agreement by Customer shall not be a waiver of the requirement that Genset agree in writing to any terms contained in a purchase order or other contract. All representations, promises, warranties or statements by any agent or employee of Genset that differ in any way from the Proposal as prepared by Genset or the Terms and Conditions in the Agreement shall be of no force or effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to this transaction. Prices quoted on the Proposal are good for a period of thirty (30) days from the date of the Proposal, provided that prior to the execution of the Proposal by Customer and acceptance by Genset, prices are subject to change without notice. 4. Charges. Charges for the Services described on the Proposal are described thereon. Charges for on-call, unscheduled or additional Services requested by Customer, but not described on the reverse, shall be at the rates then published by Genset in writing. Customer shall be responsible for any parts and shipping charges for such parts ordered by Genset in order to perform the Services 5. Taxes. Quoted prices do not include any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties unless required by federal, state or local law, in which case, the quoted price shall include only such items of sales, use, transfer, excise or other taxes, tariffs or custom duties as are required by federal, state or local law. Customer will pay directly or to Genset any such taxes, tariffs or duties levied upon the sale, transfer, import, or service or necessary components thereof unless Customer provides Genset with a valid tax exemption certificate. Genset shall provide Customer with any tax payment certificate upon request and after acceptance of the Services being provided hereunder and full payment to Genset. 6. Time of Performance. If performance of the Services is delayed through no fault of Genset, then the time for performance of the work shall be extended to the extent of such delay. Genset shall not be liable for any delays in performance directly or indirectly resulting from acts of Customer, its agents, employees, or subcontractors, or any other causes beyond the control of Genset. If any necessary components of the Services become unavailable, then Genset shall be released from any obligation to provide the specified materials which are unavailable and Customer agrees to pay Genset for any difference between the cost of the unavailable materials or equipment and the cost of any reasonably available substitute. The estimated date of performance indicated on the Proposal is subject to delay due to availability of necessary components, and Genset shall not be liable for any such delay. 7. Payment. Upon Customers execution and return of the Proposal, Customer must provide a deposit in the amount of 30% of the service fee contained in the Proposal unless some other amount is set forth on the Proposal. Unless otherwise set forth on the Proposal, the entire service fee, plus all applicable sales tax and other charges contained on the Proposal must be tendered by Customer to Genset within 2 days following notification by Genset to Customer that the Services are ready to be performed. In any case full and final payment must be made by Customer and received by Genset no later than two days prior to Genset performing the Services, and Genset shall have no obligation to perform the Services prior to receiving full and final payment. Customer is responsible for the payment of all registration fees, use tax or similar assessments and taxes which may be imposed upon the service or the sale, possession or use of any necessary parts or components. Customer hereby grants Genset a security interest in Customers generator and any parts installed by Genset until such time as Genset is actually paid in full, and Customer will assist Genset in any action necessary to perfect Gensets security interest, provided that Genset may prepare, file and record a UCC financing statement to evidence the security interest with no further notice to or consent by Customer. No parts or components furnished by Genset shall become a fixture by reason of being attached to real estate until payment in full has been received and acknowledged by Genset. Customer shall not be entitled to set-off any amounts due from Customer against any amount due to Genset in connection with this transaction. 8. Warranty; Limitation. (a) CUSTOMER ACKNOWLEDGES THAT THE ONLY WARRANTIES WITH RESPECT TO THE SERVICES ARE ANY APPLICABLE WARRANTIES OFFERED BY THE MANUFACTURER OF ANY NECESSARY PART OR COMPONENT THEREOF AND THAT GENSET MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, NOR DOES IT WARRANT THE MERCHANTABILITY OF THE COMPONENTS OR THAT THE COMPONENTS ARE FIT FOR A PARTICULAR PURPOSE. PARTS AND COMPONENTS ARE SOLD AND SERVICES PROVIDED BY GENSET TO PURCHASER AS IS WHERE IS AND WITH ALL FAULTS. (b) CUSTOMER ACKNOWLEDGES THAT IT HAS DECIDED TO CONTRACT FOR SERVICES BASED ON ITS OWN ASSESSMENT OF ITS NEEDS. CUSTOMER ACKNOWLEDGES AND AGREES THAT GENSET HAS NOT MADE ANY STATEMENTS OF FACT CONCERNING THE SERVICES, AND CUSTOMER HAS NOT RELIED UPON ANY STATEMENT BY GENSET IN DECIDING TO CONTRACT FOR THE SERVICES. (c) CUSTOMER IS SOLELY RESPONSIBLE FOR FOLLOWING ALL MANUFACTURER REQUIREMENTS WITH RESPECT TO THE EQUIPMENT ON WHICH THE SERVICES ARE PERFORMED. (d) Customer further agrees that in no event shall Genset's liability to Customer for damages of any nature exceed the amounts actually paid by Customer to Genset for the Services. 9. Access to Equipment; Performance of Services; Customer Obligations. (a) Genset's maintenance personnel shall have free access to the Customers Equipment for the purpose of providing Services. (b) During any Services provided pursuant to this Agreement as to the System, whether an interruption in electrical service is contemplated by Customer or Genset or not, as a matter of allocating between Customer and Genset the risks associated with an interruption in electrical services and/or taking the Customers equipment off line, Customer agrees to use its best efforts to fully and completely secure all or any part of any facility in which the equipment is located, as the case may be, for any and all safety issues that an electrical service interruption might give rise to, including but not limited to injury to building occupants, customers, invitees, or any third party and/or property damage, or work interruption, arising out of any event of repairs performed by Genset as to the equipment. Customer agrees with Genset that securing of the premises in order for Genset to perform its Services is a material and critical element of this Agreement and, prior to the -performance of any Services under this Agreement, Customer will receive and execute with Genset a written Notification and Acknowledgement of Inspection and Warning (Notification) related to the Services provided herein. The Notification shall include Genset's estimate as to when interruption of electrical services may occur during the performance of its obligations under this Agreement. Customer further agrees that Genset shall have no liability to Customer or any third party for any estimate given in connection with potential interruptions in electrical services during the performance of Genset's obligations herein, it being acknowledged by Customer that Genset's Services are often affected by acts of third parties and/or components or elements of the System that do not allow for more specific and accurate estimates as to when an electrical service interruption may occur. 10. Damages. CUSTOMER AGREES THAT GENSET SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH HEREIN. GENSET SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE GOODS, EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THE AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, OR FOR THE LOSS OF PROFITS, REVENUES, OR OTHER LOSSES ARISING OUT OF ANY DEFAULT UNDER THIS AGREEMENT, EVEN IF GENSET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE PRICE OF THE GOODS AND SERVICES PURCHASED BY CUSTOMER IS CONSIDERATION FOR LIMITING GENSETS LIABILITY. GENSETS LIABILITY FOR ANY CLAIM ASSERTED BY CUSTOMER, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, SHALL NOT EXCEED THE CONTRACT PRICE OF THE SERVICES HEREUNDER. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF GENSETS LAST FURNISHING SERVICES UNDER THIS AGREEMENT. 11. Cancellation. Service Orders cannot be cancelled or after Customer signs and returns a Proposal which is accepted by Genset, except with Gensets written consent and subject to conditions then agreed upon which shall indemnify Genset against liability and expense incurred and commitments made by Genset. No materials or products provided in conjunction with the Services may be returned. 12. Indemnity. Customer represents and warrants that is fully insured for any and all potential damages arising out of or in connection with the Services performed by or to be performed by Genset hereunder. Customer shall defend, indemnify and hold harmless Genset and its officers, directors, employees, agents, owners and affiliates, from and against any and all damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred in whole or in part, directly or indirectly, by reason of: (a) any failure by Customer to perform any covenant or agreement of Customer set forth herein or the breach of any representations or warranties set forth herein; (b) death or bodily injury or loss of or damage to property which arising out of or in connection with the Services provided and any goods, parts or components provided; or (c) any acts of Customer or Customer's personnel; or (d) the unloading, installation, operation, storage or use by Customer of any goods provided by Genset or any other party or subsequent owner. The foregoing obligation shall survive the termination or expiration of this Contract. 13. Miscellaneous. In addition to the other terms and conditions, Customer and Genset further agree that the following shall also govern this Agreement: (a) Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy under this Agreement. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances. (b) Governing Law; Construction. This Agreement is being delivered and performed in the State of Florida and shall be construed in accordance with, and governed by, the law of the State of Florida. Venue of any action related to this Agreement shall be placed in the courts of Broward County, Florida, exclusively. This Agreement, together with any other documents executed in conjunction with or pursuant to this Agreement shall not be construed against either Customer or Genset, regardless of which party drafted the Agreement. It is intended that this Agreement is the product of informed negotiations between both parties with full knowledge of the meaning of the terms and conditions hereto. (c) Enforcement. In connection with any action arising out of this Agreement, or in any way relating to the transactions contemplated hereby, the prevailing party in such action shall be entitled to recover from the non-prevailing party all court costs and expenses of litigation, including attorneys fees, court costs, costs of investigation, accounting and other costs reasonably related to the litigation, including, without limitation, all attorneys fees and costs subsequent to entry of any judgment on behalf of the prevailing party, on appeal; in connection with any bankruptcy proceedings, or in any alternative dispute resolution proceedings. THE PARTIES TO THIS AGREEMENT HEREBY WAIVE, WITHOUT EXCEPTION, ANY RIGHT TO JURY TRIAL RELATED TO ANY ISSUE OR MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (d) Successors and Assigns. All of the terms and conditions of this Agreement, and the -rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, and permitted successors and assigns of the parties hereto. This Agreement does not confer upon or give to any person other than the parties any rights or benefits hereunder. (e) Entire Agreement. This Agreement, any Agreements referenced herein and exhibits attached hereto constitute the entire Agreement and understanding of the parties with respect to the transactions contemplated hereby as an exclusive statement and incorporate and supercede all prior and contemporaneous negotiations, agreements and understandings related to the subject matter hereof. This Agreement, referenced Agreements, and exhibits may not be amended, terminated or otherwise modified, except by a written instrument executed by all of the parties to be bound thereby. (f) Notice. Subject to written notice of change of address, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing, signed by or on behalf of the party giving notice, and shall be deemed to have been given on the earlier to occur of: (1) the date of actual performance; or (2) five (5) days after the date on which such notice is mailed by United States Mail, postage prepaid to each party at the addresses listed below; or (3) the date of electronic facsimile transmission that is verified by the issuance of a successful facsimile transmission report at the facsimile telephone number for the receiving party, which is currently on file with the sending party; or (4) the business day following the day on which such notice is sent by any next day or overnight delivery service to each party at the address listed below. If to Customer: To the address and contact person identified on the Proposal. If to Genset: Genset Services, Inc., 3100 Gateway Drive, Pompano Beach, FL 33069 Genset shall not be in default of any of its obligations hereunder unless Customer provides Genset with seven (7) days written notice of default and specifying the action required to cure the default and Genset fails to cure such default.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Police Department

ITEM #13: Authorize purchase of Emergency Vehicle Equipment — Utilizing ITB / RLI #23004AP Broward County Piggyback Agreement - Police Department Shyft Group Upfit Services Inc./ Strobes-R-Us

SUMMARY: The Police Department must purchase and install equipment for its newly acquired vehicles to support the public safety services and activities provided by our Police Officers. In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, the Broward County Sheriff's Office completed a competitive selection process for Emergency Equipment for Law Enforcement Vehicles (RLI #23004AP – June 5th, 2023). The bid documents are on file with the Village Clerk.

Within the FY 2026 budget, the Village Council approved $458,965.00 for the purchase of seven (7) marked police vehicles, including associated graphics and equipment. Through the Broward County Sheriff's Office bid, the Police Department obtained a price of $99,488.48 to purchase the necessary emergency equipment and lighting to outfit seven (7) marked 2026 Ford Police Interceptors. To ensure the lowest possible price, staff is recommending that the Village continues to piggyback off the current Broward County Sheriff's Office contract awarded to The Shyft Group Upfit Services, Inc., d/b/a Strobes-R-Us.

If approved, the Village would accept Strobes-R-Us pricing by continuing to piggyback off the Broward County Sheriff's Office Invitation to Bid/ RLI #23004AP (Agreement by and between Gregory Tony, as Sheriff of Broward County, Florida and Strobes-R-Us, Inc., for Emergency Equipment for Vehicles for Broward Sheriff's Office) including all terms, conditions, and pricing therein. The term of the contract is set to expire on June 8th, 2026.

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2026 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2026 Approved Budget - Vehicles - General Fund $458,965.00 FY 2026. The total vehicle equipment costs will be $99,488.48 for the purchase of emergency safety/lighting equipment for seven (7) marked 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. BSO - Shyft Group Contract_Exp 06-08-2026
2. Shyft Group Piggyback Agreement 2024-2026
3. First Amendment to Agreement for Emergency Equipment for Vehicles
4. 2026 Ford Police Interceptor Utility Gas_Strobes Quote v1

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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 5th 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-Us,** 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

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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:

BSO Contract Administrator:
Scott Barnett Fleet Manager Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale, FL 33312 *Telephone*: (954) 497-1440 *Email*: Scott_Barnett@Sheriff.org

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

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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.

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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).*

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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

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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 instillations 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

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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. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th 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 suppliant 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

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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,

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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

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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 10th 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 10th 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.

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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.

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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.

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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

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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

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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).

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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

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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.

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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

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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.

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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

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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 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.

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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

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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,

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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.

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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

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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.

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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

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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:
Tomer R Hanina
455B157E28D74B1...
_____ Date: 6/2/2023 | 10:58 AM EDT
Authorized Representative's Signature

Tomer R Hanina
_____
Print Name/Title

FEIN: 35-2646349

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: DocuSigned by: Colonel Oscar Llerena BFC4A5F17955440... _____ Date: 6/5/2023 | 15:36 PM EDT
Colonel Oscar Llerena, Executive Director
Department of Administration

DS
kSM
Approved as to form and legal sufficiency subject, to execution by the parties:

By: DocuSigned by: Terrence Lynch 84C9E594DDEB4B3... _____
General Counsel Terrence Lynch
Executive Director
Office of the General Counsel

Broward Sheriff's Office
2601 W. Broward Blvd. Ft. Lauderdale, FL 33312

Sheriff Gregory Tony
sheriff.org

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 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	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 WITHOUT DRILLING HOLES IN HOUSING
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN HEADLIGHT AND TAIL LIGHT HOUSINGS WITHOUT DRILLING HOES IN HOUSINGS
4X	HERO-ADAPTER	HELLA HERO ADAPTER USED TO INSTALL HERO LED INTO HOUSING WITH NO HOLES DRILLED
1X	COMMANDERPLUS6	SVP BRAND 6 POD WARNING STICK CONFIGURED WITH 3 AMBER AND 3 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. 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 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 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.

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 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	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-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 FRONT TURN SIGNAL HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
2X	358118481	HELLA NO CUT FRONT TURN SIGNAL HOUSING ADAPTERS TO ALLOW CLEAN INSTALL OF HERO WITHOUT CUTTING OEM WIRING ON VEHICLE
2X	HERO-W	HELLA HERO HIDE A WAY LED MOUNTS IN REAR TAIL LIGHT HOUSINGS WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	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	5176T-6SR	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	12D-RBW	PAIR OF LED LIGHTS FOR SIDE OF BUMPER. MUST FLASH RED AND BLUE FOR PRIMARY 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 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 CONSOLE. HAVIS.
1X	MZL-26SR	AC-DC INDUSTRIES TIMER DEVICE WITH 6 BUILT IN FUSED CIRCUITS. TO SHUT DOWN ALL CONSOLE RELATED ACCESSORIES
1X	ERUN-STRIP-RBW	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	PRPSP55412SIL19A	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	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 MOUNTS VERTICALLY BETWEEN SEATS
2X	LL2500	25 LUMEN ANGLED WORK LIGHT WITH ALUMINUM HOUSING. SEALED FOR EXTERIOR 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 ON / OFF SWITCH MOUNTED IN REAR BED OF TRUCK TO TURN ON/OFF BED WORK LIGHTS
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 35% 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 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.

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 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	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 WITHOUT DRILLING HOLES IN HOUSING
1X	COMMANDERPLUS6	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 AMBER 1 RED 1 BLUE PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. 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 MOUNT 6 PODS IN UPPER CHANNEL AND ANGLED BRACKETS TO MOUNT SIDE 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 WARNING AND STEADY BURN WHITE FOR SIDE SCENE
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 CLOSES OUT FLOOR AREA TO RESTRICT GEAR FROM 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 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 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.

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 CLOSES 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 WECAN 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 CONFIGURED WITH 4 BLUE AND 2 RED PODS CAPABLE OF CRUISE LIGHT MODE AND WARNING MODE AND ARROWS. PODS HAVE 6 DIODES IN EACH
2X	12D-RB-W	STROBES-R-US BRAND GRILL LIGHT, TRIO, CAPABLE OF FLSHING RED AND BLUE AND STEADY BURN WHITE FOR TAKEDOWN MODE. 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 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	CABLELOCK	KIT CONSITING OF 5/8" CABLE LOCK 5' LONG AND HEAVY DUTY "D"RING MOUNTED TO REAR OF LOCK BOX
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 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 AS WELL AS THE GRILL LIGHTS IN WHITE.

WINDOW LED'S IN WHITE

Item	**23004AP--01-06 - WHELEN ENGINEERING**
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--01-07 - ECCO/PSE AMBER**
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--01-08 - PRO-GARD**
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--01-09 - 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.

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
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--01-13 - AMERICAN ALUMINUM**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**
Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
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--01-14 - 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.

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--01-15 - 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.

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--01-16 - 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.

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--01-17 - 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.

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--01-19 - 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
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--01-20 - 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.

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--01-21 - 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.

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--01-22 - 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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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--01-23 - 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.

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--01-24 - 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
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--01-27 - 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
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--01-29 - 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
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--01-31 - 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
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--01-37 - EXTENDOBED**
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--01-38 - 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
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--01-39 - GOLIGHT**

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--01-40 - HELLA**

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--01-41 - KUSSMAUL ELECTRONICS**

Quantity **1 each**

Percentage

Delivery Location **Broward Sheriff's Office**

Fleet
2001 NW 31st Ave.
Ft. Lauderdale FL 33311
Qty 1

Description
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--01-42 - 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
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--01-43 - MAXXIMA**

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--01-44 - 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.

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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.

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.

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.

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.

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.

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.

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	
Delivery Location	**Broward Sheriff's Office** Fleet 2001 NW 31st Ave. Ft. Lauderdale FL 33311 **Qty** 1

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 Reponses". 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 16th 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.

3.7.5.2.7All 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 WECAN 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

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

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
TUFFY 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 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
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 WEAPONS 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

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

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 SMALL 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

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

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 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
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 (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. **Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labeled as Exhibit 3.6.4.5**.	
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. **Response should be uploaded to BidSync/Periscope Holdings Inc.**	_____ Yes _____ No

PROPOSAL QUESTIONNAIRE

	QUESTION	RESPONSE (If additional documentation is required to supplement Response(s) to the following questions, please upload with your Proposal
	when submitting the proposal and labelled as Exhibit 3.7.6.2.9.	
8.	Indicate the current manufacturer certifications you maintain which are relevant to this RLI. **Response should be uploaded to BidSync/Periscope Holdings Inc. when submitting the proposal and labelled as Exhibit 3.7.2.4.**	
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: _____ _____ 20_____

Signature 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 maintaind outside the U.S.)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions 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*.

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.

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,

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.

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.

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[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.
[2] 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.

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*. 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* 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 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.*

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.

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.

	individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-
b. So-called trust account that is not a legal or valid trust under state law	trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
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

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

[4] 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*. 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* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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

SUBMITTAL DOCUMENT 4

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 P

State the type of Action (litigation, 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 summar

SUBMITTAL SECTION

RLI # 23004AP

Emergency Equipment for Vehicles for Broward Sheriff's Off

1. COMPANY PROFILE: Proposal should clearly indicate the legal name, address and telephone number of the Proposer, together with lega to company name shown only. The undersigned authorized representative agrees to terms and conditions of this Solicitation.

Legal Company Name	Indicate if Corporation, Partnership Or Individual submitting Proposal
Company Street Address	Electronic Signature Name of Officer Submitting Proposal
City, State, Zip Code	Title of Officer Submitting Proposal
Federal ID Number	E-Mail Address of Officer Submitting Proposal
Telephone Number	Cell # of Officer Submitting Proposal
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 professior

"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 classes 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

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 ☐	No ☐
Other Florida Police Department(s)	Yes ☐	No ☐
Other Florida Governmental Agencies	Yes ☐	No ☐

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"** anc

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 qualificatior

(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** ☐	**No** ☐
Submittal Document 5	**Yes** ☐	**No** ☐
Submittal Document 7.4	**Yes** ☐	**No** ☐
Submittal Document 7.5	**Yes** ☐	**No** ☐
Submittal Document 7.6. (a)	**Yes** ☐	**No** ☐
Submittal Document 7.6. (b)	**Yes** ☐	**No** ☐

Submittal Document 7.6. (c)	**Yes** ☐	**No** ☐
Submittal Document 7.6. (d)	**Yes** ☐	**No** ☐
Submittal Document 7.7	**Yes** ☐	**No** ☐

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 **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 sub-contractors 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. 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 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 Article / Section	Insert version of exception or specific proposed alternative language	Provide brief justification for change

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.

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

#

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
1. Vendor's Quality of Service				
a) Responsive				
b) Accuracy				
c) Deliverables				
2. Vendor's Organization:				
a) Staff expertise				
b) Professionalism				
c) Staffing Turnover				
d) Timeliness of Project				
e) Deliverables				
3. Project completed within budget				
4. Cooperation with:				
a) Your Firm				
b) Subcontractor(s)/ 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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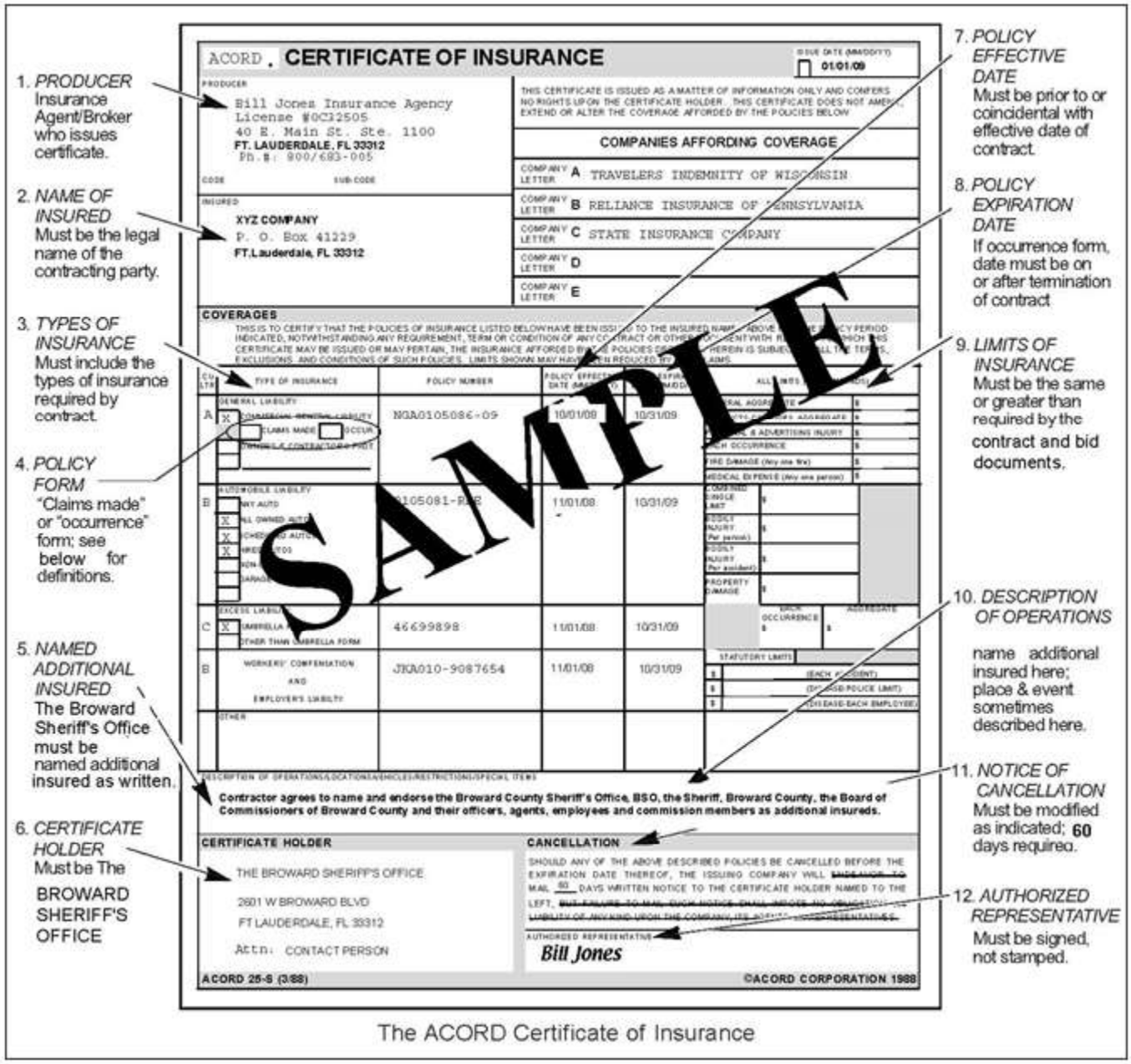
INSURANCE CERTIFICATE SAMPLE

BROWARD SHERIFF'S OFFICE

Quick Tips

Understanding the Acord Certificate of Insurance



The ACORD Certificate of Insurance

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").

W I T N E S S E T H:

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 instillations 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. 16th Street, Pompano Beach Florida 33309; and ii) the paved parking lot immediately north of the Joseph V. Conte located at 1351 N.W. 27th 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 suppliant 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 10th 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 10th 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 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]

_____ Date: _____
Authorized Representative's Signature

_____
Print Name/Title

FEIN: _____

BROWARD SHERIFF'S OFFICE

GREGORY TONY, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____ Date: _____
Colonel Oscar Llerena, Executive Director
Department of Administration

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, 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 Statues. 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: Bev Smith (Apr 3, 2024 18:03 EDT)
Beverly Smith, Mayor

ATTEST: Village of Palm Springs

BY: Kimberly Wynn
Kimberly Wynn, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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 14TH day of February, 2024 ~~2023~~ 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

Print Name: FAITH BARNETT

My commission expires: 07/26/2027

FAITH BARNETT
Notary Public
State of Florida
Comm# HH426287
Expires 7/26/2027

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:	CBJCHBCAABAAt35a1Z_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
2681 Hammondville Rd
Pompano Beach, FL 33069
Tel 954-946-9955

Official Quote

CUSTOMER	QUOTE
Sold To: Palm Springs Police 230 Cypress Ln Palm Springs, FL 33461-1604	**Quote No:** 3302 **Date:** 10/13/2025 **Ordered By:** **Phone:** 561-584-8300 **Cust PO No:** **Rel No:** 2026 PI UTILITY PATROL X 1 **FOB:** **Ship Via:**
Ship To: Palm Springs Police 230 Cypress Ln Palm Springs, FL 33461-1604 USA	**Terms:** Net 30

Part	Description/Note	Quantity	Unit	Unit Price	Extended Price
Palm Spr-001539	1 X EB2-STT-RB LEGACY LB DUO 1 X C399 CORE, CCTL7, C399SP, CLBV2, SA315P W/ SAK 1 X TL2D DS GRILL, 1 X TL2E PS GRILL 2 X VTX609R DRIVER OEM HL/TL 2 X VTX609B PASS OEM HL/TL 2 X RUNNERS RBW 2 X PSJ02FCR CARGO WINDOWS 1 X WX2230F-DUO-RB/A REAR HATCH 1 X SRUS-CL-RW UNDER REAR STICK 1 X C-VS-1012-INUT-2 PM W/: C-EB40-CCS-1P (NO RADIO), CUP2-1004, C-ARM-103, TIMER, C-HDM-214, C-MD-112, UT-1006, PS 1 X MAGLITE 1 X FULL CAGE, WINDOW BARS, DPC 1 X SC-920-SRUS-VERT GL W/ STRAIGHT KEY				
	16518177 - STANDARD STROBESRUS MAIN VEHICLE WIRING HARNESS USED WITH BUMPER LIGHTING HARNESS 16518178 AND SPEAKER HARNESS 16518180	1		$185.82	$185.82
	16518178 - STANDARD STROBESRUS ADDON HARNESS TO WIRE PUSH BUMPER LIGHTS. 8 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND SPEAKER HARNESS 16518180	1		$23.90	$23.90
	16518180 - STANDARD STROBESRUS ADDON HARNESS TO WIRE 2 SPEAKERS. 4 CONDUCTOR. USED WITH MAIN HARNESS 16518177 AND BUMPER HARNESS 16518178	1		$13.90	$13.90
	183-0008-80 - CIRCUIT BREAKER, 80 AMP THERMAL WITH MANUAL RESET, SURFACE MOUNT	1		$66.89	$66.89
	75551 - 75 AMP RELAY	1		$39.95	$39.95
	C-ARM-103 - ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD	1		$139.75	$139.75
	C-HDM-214 - 8.5" HEAVY DUTY TELESCOPING POLE, SIDE MOUNT	1		$123.50	$123.50
	C-MD-112 - TILT/SWIVEL SLIDE MOTION ADAPTER	1		$246.35	$246.35
	C-PM-134-PC - BROTHER POCKETJET 8 PRINTER MOUNT FOR FORD INTERCEPTOR UTILITY	1		$237.90	$237.90
	C-VS-1012-INUT-2 - *COMES WITH REAR AC BRACKET AS STANDARD** VEHICLE SPECIFIC 22'' ANGLED CONSOLE FOR 20202025 FORD INTERCEPTOR UTILITYIF YOU NEED EMPTY BRACKET INSTEAD OF HVAC ORDER CM0142481	1		$439.40	$439.40
	CLBV2V - LTBARMOUNTED V2V SYNC MODULE	1		$215.18	$215.18
	CUP2-1004 - SELFADJUSTING DOUBLE CUP HOLDER (FIXED MOUNT)	1		$43.55	$43.55
	DPCP47UINT20 - BLACK ABS, DOOR PANEL COVER PLATES (SET)	1		$38.25	$38.25
	GE1950-2304 - LIND POWER ADAPTER IS DESIGNED TO POWER GETACCOMPATIBLE LAPTOP COMPUTER	1		$164.35	$164.35
	Install Contract Labor Rate @ $69-per hour	50		$69.00	$3,450.00
	LB3692-003 - POWER CABLE FOR BROTHER PENTAX PRINTER	1		$31.00	$31.00
	ML150LR-7019 - RECHARGEABLE MAGLITE WITH 12 VOLT HARD WIRE CHARGING CRADLE	1		$140.85	$140.85
	MMSU-1 - MAGNETIC MIC SINGLE UNIT COMPLETE.	1		$39.95	$39.95
	PRPSP4714UINT20A - 2020 EXPLORER INTERCEPTOR UTILITY POLY CENTER SLIDER WINDOW WITH EXPANDED METAL INSERT	1		$924.00	$924.00
	PSBKT90 - SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD	2		$18.56	$37.12
	PSJ02FCR - DUO RED/BLUE, CLEAR LENS 12" SLIMLITE LED SURFACE MOUNT	1		$126.44	$126.44
	PSJ02FCR - DUO RED/BLUE, CLEAR LENS 12" SLIMLITE LED SURFACE MOUNT	1		$126.44	$126.44
	S4702UINT20OSB - 2020 EXPLORER INTERCEPTOR UTILITY STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER, AND OUTBOARD SEAT BELTS	1		$1,682.25	$1,682.25
	SC-920-SRU-VERTICAL - CUSTOM SANTA CRUZ GUN LOCK WITH 24" ADJUSTABLE RAIL AND SC-6 UNIVERSAL LOCK HEAD VERTICAL MOUNT	1		$319.20	$319.20
	SRUS-4X-T - "T" STYLE BRACKET FOR SINGLE 4X,6X,TIR3,TLION, & MS6	2		$11.75	$23.50
	SRUS-CL-RW - 21 INCH CARGO LIGHT RED/WHITE WITH TOUCH BUTTON SWITCH	0		$76.14	$0.00
	SRUS-ERUN-RBW - 60 INCH ELITE RUNNER LIGHT, TRIPLE COLOR CAN BE PROGRAMMED FOR R/B-W, OR R/W-W, OR B/W-W ALL HAVE WHITE OVERRIDE	1		$380.00	$380.00
	SRUS-ERUN-RBW - 60 INCH ELITE RUNNER LIGHT, TRIPLE COLOR CAN BE PROGRAMMED FOR R/B-W, OR R/W-W, OR B/W-W ALL HAVE WHITE OVERRIDE	1		$380.00	$380.00
	SRUS-L-2 - "L" BRACKET FOR ARROW STICK 1 3/4"	2		$11.75	$23.50
	SRUS-L-4 - "L" BRACKET FOR ARROW STICK 4"	1		$11.75	$11.75
	SRUS-MZL - STROBESRUS TIMER FOR INSIDE VEHICLE CONSOLE	1		$138.05	$138.05

Strobes-R-Us
2681 Hammondville Rd
Pompano Beach, FL 33069
Tel 954-946-9955

Official Quote

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Part	Description/Note	Quantity	Unit	Unit Price	Extended Price
	TINT STRIP - TINT FRONT WINDOW STRIP WHEN ADDED TO SCHEDULED TINT INSTALLATION ** FLORIDA LOCATIONS ONLY	1		$20.00	$20.00
	TINT SUV - TINT PREMIUM 3M BRAND TINT FOR SUV ** FLORIDA LOCATIONS ONLY	1		$185.00	$185.00
	TLI2D - ION TSERIES LINEAR DUO R/W	1		$115.42	$115.42
	TLI2E - ION TSERIES LINEAR DUO B/W	1		$115.42	$115.42
	UT-1006 - UNIVERSAL RUGGED CRADLE FOR APPROXIMATELY 11"14" COMPUTING DEVICES. THIS KIT INCLUDES BOTH TALL AND SHORT FINGERS IN ORDER TO BE COMPATIBLE WITH ALL LAPTOP SIZES	1		$242.30	$242.30
	VTX609B - VERTEX SUPERLED LIGHT BLUE	1		$83.52	$83.52
	VTX609B - VERTEX SUPERLED LIGHT BLUE	1		$83.52	$83.52
	VTX609R - VERTEX SUPERLED LIGHT RED	1		$83.52	$83.52
	VTX609R - VERTEX SUPERLED LIGHT RED	1		$83.52	$83.52
	WB47NPUINT20 - 2020 EXPLORER INTERCEPTOR UTILITY PAIR, STEEL WINDOW BARS (FOR USE WITH O.E.M. DOOR PANELS ONLY)	1		$247.50	$247.50
	WSP-54-EB2-STT-SSP - Custom Whelen Safety Package Includes 54" Duo Legacy EB2 Lightbar with STT, 1 speaker, 1 speaker bracket, Core C399 siren amp, Touchpad Controller, OBD2 Signal Harness	1		$2,728.75	$2,728.75
	WX2230F-DUO-RB/A - 6 POD WECAN X STRAIGHT STICK. 32" LONG PRIMARY ARE 3RED AND 3BLUE SECONDARY AMBER WECAN X AND MUST BE CONNECTED TO CORE SIREN SYSTEM	1		$411.43	$411.43
				Total	$14,212.64
				Grand Total	$14,212.64

Notes

Vehicle Information

Caged Patrol Car, 2026. FORD`. UTILITY. Red / Blue, Return seats to customer,

PDI

Subcontract

Entire SUV
Front Windshield Strip
Entire Vehicle Darkness - 28%,

Control Systems and Sirens

Packages

Custom Whelen Safety Package Includes 54" Duo Legacy EB2 Lightbar with STT, 1 speaker, 1 speaker bracket, Core C399 siren amp, Touchpad Controller, OBD2 Signal Harness,

Package Components

EB2-STT-RB - 55" WECAN-X DUO LEGACY BAR. FRT IS 1/.
STPKT105 - Strap Kit Police Interceptor Utility /.

C399 - Core Siren

CCTL7 - 21 & Slide Touchpad

SA315P - Single Speaker
SAK75D - SA315 SPEAKER BRACKET DRIVER SIDE 2025 UT.
C399SP - SCANPORT INSTALL KIT FOR C399. SEE VEH OU.

Paid Options for Packages

CLBV2V - Built In Module Only Works on Legacy Bar,

Strobes-R-Us
2681 Hammondville Rd
Pompano Beach, FL 33069
Tel 954-946-9955

Official Quote

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	Cust PO No:	**Rel No:** 2026 PI UTILITY PATROL X 1
	FOB:	**Ship Via:**
	Terms: Net 30	

HHS Sirens

Manual Sirens

Speakers

Howler

Power Distribution

183-0008-80 - CIRCUIT BREAKER, 80 AMP THERMAL WITH MANUAL RESET, SURFACE MOUNT,
SRUS-L-4 - "L" bracket for Tahoe and Explorer,

SRUS-MZL - STROBESRUS TIMER FOR INSIDE VEHICLE CONSOLE

16518177 - SRUS MAIN VEHICLE HARNESS
16518180 - SRUS ADDON SPEAKER WIRING HARNESS
16518178 - SRUS ADD-ON FRONT LIGHTING HARNESS
GE1950-2304 - LIND Power Adapter is designed to po.

Mounting

Anti-Theft

Lightbar / Inner Edge / Outer Edge

Bumper / Bumper Lights

Front Lighting

VTX609R - VERTEX SUPER-LED LIGHT RED.
VTX609B - VERTEX SUPER-LED LIGHT BLU.
TLI2D - ION T-SERIES LINEAR DUO R/W.
TLI2E - ION T-SERIES LINEAR DUO B/W.
SRUS-4X-T - T BRACKET FOR GRILL,

Side Lighting and Mirrors

SRUS-ERUN-RBW - 60 INCH ELITE RUNNER LIGHT,PROGRAM.
SRUS-ERUN-RBW - 60 INCH ELITE RUNNER LIGHT,PROGRAM.
PSJ02FCR - DUO Red/BLU, Clear Lens 12" SLIM-LITE L.
PSJ02FCR - DUO Red/BLU, Clear Lens 12" SLIM-LITE L.
PSBKT90 - SINGLE 90 DEG MT KIT FOR STRIP LT LIGHTHEAD,

Rear Lighting

WX2230F-DUO-RB/A - WECAN X 6 POD STICK RRR/BBB WE.
SRUS-L-2 - SHORT 1.75" L BRACKET PAIR,
VTX609R - VERTEX SUPER-LED LIGHT RED.
VTX609B - VERTEX SUPER-LED LIGHT BLU.

Topper Lighting

Arges Fender Searchlight

White Lights

Interior Lights

Strobes-R-Us
2681 Hammondville Rd
Pompano Beach, FL 33069
Tel 954-946-9955

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	FOB:	**Ship Via:**
	Terms: Net 30	

SRUS-CL-RW - 21 INCH CARGO LIGHT RED/WHITE WITH TO.

Center Console

C-VS-1012-INUT-2 - *COMES w RR AC BRACKET AS STAND.
C-ARM-103 - Armrest for top mount, console, large.
Cup2-1004 - VSX SERIES CONSOLE Dual Internal mount.
C-PM-134-PC - BROTHER POCKETJET 8 PRINTER MOUNT FO.

LB3692-003 - PENTAX POWER CABLE
1 (MMSU-1 - MAGNETIC MIC SINGLE UNIT COMPLETE)
C-EB40-CCS-1P - HAVIS FACE PLATE FOR WHELEN CENCOM.
C-FP-3 - 3" Filler Plate.
C-FP-3 - 3" Filler Plate.
C-FP-2 - 2" Filler Plate.

Computer Mount

C-MD-112 - Tilt/swivel slide motion adapter.
C-HDM-214 - 8.5" Heavy Duty Telescoping Pole, side.
UT-1006 - Universal Rugged Cradle, 11"-14" Comput.

Half Cage

Full Cage or Rear Barrier

PRPSP4714UINT20A - 2020 EXPLORER UTILITY POLY CENT.
S4702UINT20OSB - Interceptor 2020-2025 Charcoal Gr.
WB47NPUINT20 - 2020-24 EXPLORER INTERCEPTOR Util P.
DPCP47UINT20 - Black ABS, Door Panel Cover Plates.

Rear Cargo Area

Lock Box

Cargo Security Tray

Front Compartment

SC-920-SRU-VERTICAL - CUST SANTA CRUZ GUN LOCK, 24.

Rear Compartment

Gun Lock Timer

Inverter / Flashlight / Extinguisher

K9 Vehicle Options

Jail Van

Shoreline Kussmaul / Charger

Pickup Truck Accessories

Customer Provided Parts

CAMERA SYSTEM

Strobes-R-Us
2681 Hammondville Rd
Pompano Beach, FL 33069
Tel 954-946-9955

Official Quote

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	Cust PO No:	**Rel No:** 2026 PI UTILITY PATROL X 1
	FOB:	**Ship Via:**
	Terms: Net 30	

PRINTER

Additional Options

ML150LR-7019 - RECHARGEABLE MAGLITE WITH 12 VOLT H.
1 (Quantity)
75551 - 75 AMP RELAY.
1 (Quantity)
1 (Hrs)

END OF BUILD

50 (Total Installation Hours)

PRICES PER BSO CONTRACT # 23004AP
THIS QUOTE IS FOR (1) 2206 PI UTILITY PATROL VEHICLE WITH SIDE RUNNING BOARD AND CARGO WINDOW LIGHTS, NO RADIO. GUN LOCK TO HAVE STRIGHT KEY
TINT TO BE 28% ALL AROUND.
CUSTOMER WILL PROVIDE:
1 X POCKET JET PRINTER, 8-SERIES
1 X CAMER SYSTEM

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Police Department

ITEM #14:

SUMMARY: The Police Department must purchase vehicles to support the daily operational policing services and activities that are provided for our community. In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommends the Village utilize the current Sheriffs Association & Florida Association of Counties cooperative purchasing contract to ensure the lowest possible price. The Sheriffs' Association & Florida Association of Counties contract was completed through a competitive selection process – Pursuit, Administrative and Other Vehicles (Bid #FSA25-VEH33.0 – October 1, 2025). The term of the contract expires on September 30, 2027. A copy of the Sheriff's Notice of Final Award Pursuit/Administrative vehicles is maintained by the Procurement Manager.

Within the FY 2026 budget, the Village Council approved $458,965.00 to be used for the purchase of seven (7) - 2026 Ford Police Interceptor marked vehicles for $311,850.00 ($44,550.00 per vehicle) from Duval Ford. The remaining budgeted funds will be used to outfit the vehicles with emergency equipment and striping as needed.

FISCAL IMPACT:

Funds to support this proposed purchase are available within the FY 2026 Budget - General Fund Allocated/Estimated Project Funding: Amount FY 2026 Approved Budget - Vehicles - General Fund $458,965.00 FY 2026 the total vehicle purchase costs will be $311,850.00 for the purchase of seven (7) marked 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. Sheriff's Contract Terms and Conditions 2025-2026
2. FSA Contract Expirations FY25-26
3. 2026 Ford Police Interceptor Utility Gas_Duval Quote v2

FSA Cooperative Purchasing Program

Contract Terms and Conditions

FSA25-VEL33.0: Pursuit, Administrative, and Other Vehicles

Florida Sheriffs Association

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association ("FSA"). Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including Manufacturers and Dealers or authorized representatives (each a "Bidder" and together, "Bidders"), to submit responses in accordance with this solicitation document for Bid FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with Manufacturers and/or Manufacturers' authorized Dealers for Contract terms specified under Section 1.03 for the purchase of on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contract FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles ("Contract" or "Agreement") shall remain in effect for two years from date of Contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this Contract begins October 1, 2025, and ends September 30, 2027.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement and the provisions contained herein shall be governed by and interpreted and construed in accordance with the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, *Florida Statutes*, exempts the sheriffs' offices from the provisions of the Florida Statutes that would otherwise require sealed and competitive bidding procedures "concerning the purchase and procurement of supplies and equipment, selection of personnel, and the hiring, firing, and setting of salaries of such personnel".

The Offices of the Sheriff are not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of a contract must be appropriated by the Florida Legislature, the individual purchaser or the purchaser's appropriating authority for each fiscal year included within the contract period. For such purchasers, their performances and obligations to pay for products or services under any resulting contract or Purchase Order, including this Contract, are contingent upon such an annual appropriation by the Legislature, individual purchaser or by the appropriating authority. Therefore, any contract or Purchase Order, including this Contract, with such a purchaser shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this Contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this Contract are defined as the following:

A. Bidder: A business or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with these Terms and Conditions. A bidder, that is not the Manufacturer, must be authorized by the Manufacturer to market and sell an item for which they are bidding.

B. Bid System: The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

C. Build Sheet: A document from the Bidder that confirms that the item submitted meets or exceeds the FSA Base Specifications. Build Sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.

D. Dealer: An enterprise authorized by the Manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.

E. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

F. Factory: Refers to the Manufacturer produced products.

G. Fleet Advisory Committee ("Committee"): An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of

bid specifications and evaluation of bid responses. The Committee makes recommendations to the FSA CPP but is not responsible for final awards.

H. Florida Sheriffs Association Cooperative Purchasing Program ("FSA CPP"): The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).

I. FSA Base Specifications: Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the Manufacturer's standard item.

J. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, Dealers and Manufacturers to submit a price offer on a specific product to be provided. This term shall include the FSA Base Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or purchase orders based on oral or written quotations.

K. Manufacturer: The original producer or provider of items offered on this Contract.

L. Manufacturer's Suggested Retail Price ("MSRP"): The Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting Contract:
    a. Manufacturer's Computer Printouts
    b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
    c. Manufacturer's Annual U.S. Price Book
    d. Manufacturer's official website

M. Non-Scheduled Option: Any optional new or unused component, feature or configuration that is not included or listed in the FSA Base Specifications or options provided by the Vendor.

N. Production Cutoff: A date used by Manufacturers to notify vendors and Dealers that the Manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle Manufacturers use this term when referring to any given model year for production.

O. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

P. Purchase Order: An official request for order from a purchaser to an awarded Vendor for an item that has been awarded on this Contract. Purchase Orders placed using this contract formalize the Terms and Conditions of this Contract under which a Vendor furnishes items to a purchaser.

Q. Purchaser: An entity that seeks to obtain items awarded on this Contract by meeting the eligible user criteria.

R. Qualifications Packet: This packet containing the required forms, attestations, authorizations, and organizational information needed by Bidders to qualify.

S. Terms and Conditions: This document, which serves as the governing Invitation to Bid and Contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures,

and compliance requirements are identified herein. Bidders complete a Qualifications Packet during the bid process indicating they agree to comply with the Terms and Conditions, and that this will serve as the Contract for both parties, should the Bidder(s) receive award. Bidder must respond to the Contract Signature Form affirming acceptance of the Terms and Conditions, which will serve as the Contract for both parties, should the Bidder receive an award.

T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this Contract. Third Party Suppliers are contractors and/or subcontractors under the direction and responsibility of the Bidder or Vendor.

U. Vendor: The Bidder(s) that receive award, who agree to provide the Contract items that meet the requirements and FSA Base Specifications of the Contract. The Vendor must agree to the Terms and Conditions, which will serve as the governing Contract. If the Vendor is not the Manufacturer, the Vendor must be authorized by the Manufacturer to market, sell, provide, and service all awarded items.

V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida ("State"). This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in Section 60A-1.001(2), *Florida Administrative Code* ("F.A.C.").

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this Contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual Manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their Manufacturers' agreements and must agree to the Terms and Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply to this Contract and all services, work, materials, and supplies provided by Vendor in order to fulfill its obligations under this Contract. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept Purchase Orders funded in whole or in part with Federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded Purchase Order. This is not a requirement of the Invitation to Bid or Contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded Purchase Orders. FSA CPP has taken actions to provide and develop information,

materials, and resources for Bidders, Vendors and purchasers that will assist in the use of Federal funding with this Contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use Federal funds for purchase or intend to request reimbursements using Federal funds.

1.11 PATENTS & ROYALTIES

The Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association ("FSA") and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the FSA or a purchaser.

If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms and Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms and Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the Qualifications Packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION, E-VERIFY, AND ANTI-HUMAN TRAFFICKING REQUIREMENTS

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

The Vendor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. The Vendor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The FSA CPP, or purchaser, may terminate this Agreement immediately for cause if there is a good faith belief that the Vendor has knowingly violated Section 448.091, *Florida Statutes*.

If the Vendor anticipates entering into agreements with a subcontractor for the services and/or work contemplated under this Agreement, the Vendor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating 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 agreement and provide a copy to the FSA CPP, or purchaser, upon request.

In the event that the FSA CPP, or purchaser, has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Vendor has otherwise complied with its obligations hereunder, the FSA CPP, or purchaser, shall promptly notify the Vendor. The Vendor agrees to immediately terminate the agreement with the subcontractor upon notice from the FSA CPP or purchaser. Further, absent such notification from the FSA CPP or purchaser, the Vendor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Contract, the Vendor represents that no public employer has terminated a contract with the Vendor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Contract.

The Vendor certifies, by acceptance of this Contract, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Vendor agrees to execute an affidavit in a form satisfactory to FSA CPP or the purchaser in compliance with Section 787.06(13), *Florida Statutes*.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of FSA Base Specifications shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES ("PEC") AND SCRUTINIZED COMPANIES STATEMENTS

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 Management Services following a conviction for public entity crimes, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a 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 from the date of being placed on the convicted vendor list.

In accordance with Section 287.135, *Florida Statutes*, Bidder certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Bidder and/or Vendor, if status changes after award, shall immediately notify FSA CPP and/or the purchaser. If Bidder and/or Vendor, if applicable after award, is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the FSA CPP may immediately terminate this Contract.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to FSA Base Specifications, if issued
- FSA Base Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or Eligible Users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a formal addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent formal addenda, if any, shall govern over prior formal addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a formal addendum.

The bid submission constitutes acknowledgment of addenda to the FSA Base Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the Contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a Manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor ***prior to*** conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms and Conditions throughout the remaining term of the Contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (Manufacturer or model), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the Contract. In the event of a termination of a product line (Manufacturer or brand), the purchaser shall compensate the Vendor in accordance with the Contract for all goods delivered by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the termination.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a Contract under the Terms and Conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP, in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of a Contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a Manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the Contract term, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the Contract.

By responding to this Invitation to Bid, the Bidder warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy the obligations of a resulting contract. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, *Florida Statutes*, or on any similar list maintained by any other state or the federal government. The Bidder, by responding to this Invitation to Bid, acknowledges and warrants that, if selected, Bidder (Being then consider a "Vendor") shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the Contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the Contract Signature Form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Invitation to Bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the Contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Bidder (or, if after award, the Vendor) must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidder's products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria, in order:

- Bidder within the State of Florida; and if none, then
- Vendors' performance record with purchasers; and if none, then
- Coin Toss.

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this Contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assignees, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to Purchase Orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract or for such period of time as is required for retaining public records pursuant to Florida law. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP and its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three (3) business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assignees, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA or purchaser(s).

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total Contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be actively registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders and Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same Manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same Manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and costs incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this Contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent (10%) of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's ("AAA") commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute

a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorneys' fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorneys' fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the Contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms and Conditions.

Vendors that are not in compliance with any of the provisions of this Contract can be assessed liquidated damages, suspended or terminated from the Contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the Contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result in termination of the Contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the Contract with respect to either the FSA CPP and/or the purchaser, the Contract can be terminated immediately and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the Contract term while Manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the Contract.

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this Contract to accept such Purchase Order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms and Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor, plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.24, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If, through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this Contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within ten (10) business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the Vendor in accordance with the Contract for all services performed by the Vendor prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Contract by the Vendor, and the FSA may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA can terminate this Contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) calendar days following receipt by Vendor of such notice.

In the event of termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the Contract or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the purchaser's liability for goods or services delivered prior to the date of notice to terminate the Contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The FSA CPP logo may be used by Vendors in accordance with the policy contained in this Section 1.45. Use of the FSA CPP logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the FSA CPP logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use it. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the Qualifications Packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.09, Mandatory Pre-Bid Meeting.

Qualifications Packet information required for bid submission includes:

- Qualification Form
  - Contact Information
  - Business Profile
  - References
  - Disqualifications & Defaults
  - Emergency Technician Certification
- Compliance Attestations
  - E-Verify
  - Anti-Human Trafficking
  - Workers' Compensation
  - Drug-Free Workplace
  - Compliance with Applicable Federal, State, and Local Laws and Ordinances
  - Sunbiz
- Federal Compliance

The Qualifications Packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the Manufacturer.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall maintain, at its sole cost and expense, the insurance coverages required by FSA and purchasers through the duration of this Contract, with limits of liability not less than the following:

- Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- Comprehensive General Liability Insurance covering the Vendor's legal liability for bodily injury and property damage, contractual liability, and completed products and operation, with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and covering at least the following hazards:
  - Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- Automobile Liability Insurance covering the Vendor's legal liability for bodily injury and property damage in limits of not less than $1,000,000 per occurrence, providing coverage for any accident arising out of or

resulting from the operation, maintenance, or use by the Vendor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- Garage Keepers Liability Insurance covering the Vendor's legal liability for property damage in limits of not less than $1,000,000 per occurrence.

It is understood and agreed that all insurance policies of insurance provided by the Vendor are primary coverage and non-contributory with respect to any insurance or self-insurance the FSA or purchasers possess that may apply to a loss resulting from the work performed pursuant to this Contract. All insurance policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

Vendor shall be fully liable for the actions of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, performing work under this Contract, and shall fully indemnify and hold harmless the Florida Sheriffs Association ("FSA"), the purchasers, and each of their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees and court costs, arising from or relating to negligence, omissions, personal injury or damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages resulting directly from the grossly negligent acts or omissions of the FSA or purchasers or for that portion of any loss or damages proximately caused by intentional wrongful acts or omissions of the FSA or purchasers.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating. At no time shall the Vendor be without insurance in the required amounts. No policy may be changed to provide for less coverage than is required or canceled during the term of this Contract without at least thirty (30) days' written notice to the FSA and/or purchasers, as applicable.

The Vendor must specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work to be performed by Vendor pursuant to this Contract and of all damage or injury to any person or property wherever located, resulting from any action, omission or operation by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, under this Contract or in connection with the work contemplated herein. It is understood and agreed that at all times the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, are acting as independent contractors to the FSA and/or purchasers, as applicable. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between the FSA and/or purchasers and the Vendor or any of its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers, or anyone directly or indirectly employed by the Vendor. The parties acknowledge that the Vendor is not an employee for state or federal tax purposes. The Vendor shall hire and pay all of Vendor's employees, agents, subcontractors or anyone directly or indirectly employed by the Vendor, all of whom at all times being entirely under the Vendor's supervision, direction and control. The Vendor shall be responsible for the means, manner, and methods by which its duties, obligations, and responsibilities under this Contract are met to the satisfaction of the FSA and/or purchasers, as applicable. The Vendor shall be responsible for every part of the work contemplated herein, and for all labor, expertise, materials, tools, appliances and property of every description, used in connection with this Contract.

The Vendor will secure and maintain policies of third-party suppliers performing work or providing services and/or materials to or for Vendor in furtherance of Vendor's performance under this Contract. All third-party supplier insurance policies must be made available to the FSA and/or purchasers upon written request. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies will not relieve the Vendor or any of its third-party suppliers of each of their liabilities and

obligations under any section or provisions of this Contract. Vendor must be as fully responsible to the FSA and/or purchasers for the acts and omissions of the third-party suppliers and of persons employed by the third-party suppliers as Vendor is for acts and omissions of persons directly employed by the Vendor.

The FSA and/or purchasers may request, and upon such request the Vendor must furnish, proof of insurance, within seven (7) calendar days of receipt of the written request once the contract times have commenced. Should the Vendor fail to provide acceptable evidence of current insurance during the Contract term, the FSA and/or purchasers, as applicable, have the right, but not obligation, to consider the Contract breached and terminate the Contract effective immediately, in the sole discretion of the FSA and/or purchasers, as applicable. If Vendor fails to have secured and maintained the required insurance, the FSA and/or purchasers has the right to consider alternate insurance coverage proffered by the Vendor, but has no obligation to do so.

The FSA and/or purchasers will give the Vendor the opportunity to take over and settle or defend any such action at Vendor's sole expense. As permitted by law and within a reasonable time period, the FSA and/or purchasers will give the Vendor written notice of an action or threatened action. Vendor will not be liable for commercially unreasonable costs, expenses or compromises incurred solely by the FSA, or purchasers, in any legal action without Vendor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Comprehensive General liability insurance coverage, Automobile liability insurance coverage, and Garage Keeper's liability insurance coverage must extend to and include the following contractual indemnity and hold harmless agreement:

> *The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries and for all damages to property, including tangible and intangible, per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees (including paralegal and other expert and support service fees) and the cost of appeals arising out of any such claims or suits because of any and all acts, omissions or commissions by the Vendor, its agents, officers, employees, contractors, partners, subcontractors, and third party suppliers under the Contract FSA25-VEL33.0 Pursuit, Administrative, and Other Vehicles.*

The foregoing indemnity agreement must apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive gross negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this Contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor, at all times during the full duration of work under this Contract, including any extra or additional work approved by and consented to in writing by the parties in connection with this Contract, shall meet the requirements of the foregoing provisions.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the Manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the Manufacturer's latest literature unless otherwise noted in the Bid System or FSA Base Specifications.

The FSA Base Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA Base Specifications. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA Base Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the Manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable FSA Base Specifications, unless a purchaser specifically issues a Purchase Order for a base item and option that differs from the FSA Base Specifications. Failure of a Vendor to comply with these provisions will result in Vendor being held responsible for all costs required to bring the item into compliance with the Contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the FSA Base Specifications, delivery schedules, bid prices and all information pertaining to servicing this Contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms and Conditions must be documented in Bidder's submission. Exceptions to the FSA Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms and Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the Manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with FSA Base Specifications. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for Bidders, the Fleet Advisory Committee, and the FSA CPP to clarify questions on the Terms and Conditions and to confirm all FSA Base Specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the FSA Base Specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory Pre-Bid Meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms and Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative, and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open for the next model year, when the Manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent, as defined below, for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for the next model year, when the Manufacturer changes price during the contract term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is deemed excessive by the FSA in its sole discretion. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least Item Cost, be Free on Board ("FOB") destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer ("OEM") destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all Manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial published pricing for awarded items. As windows open for the next model year, the Manufacturer changes price during the Contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms and Conditions before submitting updated published pricing to FSA CPP.

2.11 COST-PLUS-PERCENT PRICING

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If a Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, the Vendor must provide documentation substantiating the Item Cost, as defined in Section 2.10.

2.12 OPTION PRICING

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the FSA Base Specifications. Options can provide an upgrade or downgrade to a Manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a Manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms and Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the FSA Base Specifications will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper Manufacturer codes for factory options. Options available through the factory should be bid as and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory package options are permitted under this Contract. Factory package options included in the bid submission must detail what components the package includes.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA Base Specifications, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.13 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.13 EMERGENCY LIGHTS AND SIRENS

Under Section 316.003(1), *Florida Statutes*, authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the

Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the Contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the Bidder's bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers ("SAE") certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle light and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.14 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Sections 2.10, 2.11, 2.12, 2.13, 2.14, and 2.15. Each Bidder must submit a Qualifications Packet for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at https://www.myvendorlink.com. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: $.01-.49 will be rounded down to the dollar bid (e.g., $50.49 = $50) and $.50-.99 will be rounded to the next dollar (e.g., $50.50 =$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- Offer a Bid Price for each item bid by zone, as defined in Section 2.10.
- Provide a Percent for each item bid by zone, as defined in Section 2.10.
- Upload files as instructed in the Bid System; files requested will be .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price
- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

Repair and Replacement Parts Upload - Optional

If a Vendor chooses to sell repair and replacement parts upon award, a parts pricing sheet should be submitted with the bid. Parts are listed by Vendor and are not tied to items bid. A template is offered in the bid system and this document is not required. Each pricing sheet should include:

- Category
- Description
- MSRP or List Price discount percentage
- Exceptions to discount provided
- Quantity discounts

FSA CPP may ask awarded Vendors to supply one (1) hard copy set of the bid with digital signatures and original compliance forms, prior to the Contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions may be granted to Bidders by FSA CPP pursuant this section should any Bid System malfunctions occur.

2.15 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative, and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.16 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms and Conditions and to be bound by such Terms and Conditions if selected for award. The Bidder must respond to the Contract Signature Form with

the signature of an authorized representative five (5) days prior to award. All Terms and Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.17 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.18 LATE BIDS

The responsibility for submitting a bid before the due date and time on the Bid Calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.19 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.20 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.24, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.21 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and Contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;

- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms and Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms and Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.22 BASIS FOR AWARD

The FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, Manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, Manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the Bid Calendar.

2.23 BID TABULATIONS

The bid tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.24 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms and Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this Invitation to Bid.

2.25 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contact person identified in Section 1.01 of this Invitation to Bid.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the Terms and Conditions of this document become the Contract between the FSA and the awarded Vendor. The Terms and Conditions apply to all items purchased from this Contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that they are duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of Purchase Orders, quarterly reports and administrative fee payments. If a change occurs during the term of this Contract, the Vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from the Vendor's bid or this Contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or Manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing Contract Terms and Conditions, if the Manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension
The Contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a Contract extension or to allow the Contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this Contract.

Month-to-Month Continuation
In the event a new contract is not active at the time of this Contract's expiration, this Contract's Terms and Conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the Contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available, the Terms and Conditions provide the following methods of price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index ("PPI") as published by the U.S. Department of Labor, Bureau of Labor Statistics ("BLS"); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the Manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the Manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the Manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the Manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the Manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP, on behalf of FSA, may make an equitable adjustment to the Contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this Contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the Manufacturer when the final order date is during the term of the Contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with

the Manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and Manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the Contract term. If the Manufacturer cutoff date is during the term of the Contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same Manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

State of Michigan, Michigan State Police Precision Driving Unit

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle ("SSV") and often used in public safety applications and other areas of government. Refer to Manufacturers published information for detailed information regarding these vehicles.

3.12 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to be the Manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be OEM and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.13 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the Manufacturer's specifications. All vendor-installed options must be manufactured by an established Manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, the design and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the Contract. FSA CPP may terminate the Contract in accordance with these Terms and Conditions.

3.14 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the Purchase Order. Non-scheduled options are covered under these Terms and Conditions.

3.15 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.16 PARTS

Vendors may sell repair and replacement parts. Parts pricing must include the administrative fee. If a Vendor wishes to offer parts under this contract, the Vendor must provide a price list to FSA and offer a discount below MSRP or Published List Price. Bidders and/or Vendors, as applicable, may include parts pricing sheet with the bid submission or following award. Parts are listed as a separate item group and will be listed by Vendor. Bidders and/or Vendors, as applicable, may use the template offered in the bid system. Items listed below are required for the pricing sheet:

- Category.
- Description.
- MSRP or List Price discount percentage.
- Exceptions to discount provided.
- Quantity discounts.

3.17 PURCHASE ORDERS

To initiate a purchase, a Purchase Order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number;
- Make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the Purchase Order is delivered to the Vendor. Vendor shall place the order with the Manufacturer within ten (10) business days of receipt of the Purchase Order. The Vendor shall ensure that all orders are placed in full compliance with the specifications and the Terms and Conditions of the Contract and the Purchase Order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

The Vendor should supply a Confirmation of Order to the purchaser and FSA CPP fifteen (15) calendar days from receipt of Purchase Order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that a purchaser from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve their needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a Purchase Order for an item for which they were not awarded, the Vendor must notify the purchaser and return the Purchase Order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Purchase Orders should be submitted through the reporting tool provided by FSA CPP. Purchase Orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase Order number,
- Purchase Order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase Orders vary in format and information provided. If a Purchase Order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the Purchase Order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use Purchase Orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA Base Specifications, Manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA Base Specifications.

3. Copy of Manufacturer's invoice, price sheet, build sheet or other documentation that verifies what components are included on the item(s) being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle, or via transport to be negotiated upon mutual agreement between the Vendor and the Purchaser. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with Manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the Manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets Contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the Purchase Order. Should the delivered items differ in any respect from the FSA Base Specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this Contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within thirty (30) days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79, *Florida Statutes*.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. The quarterly report template shall be submitted using the tool provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all Purchase Orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the Contract. If a Contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Years: October 1, 2025 – September 30, 2027

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15
Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" or "No deliveries this quarter" to FSA CPP by e-mail to Reports@flsheriffs.org.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the Contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the Contract. Payment of the administrative fees to the FSA CPP are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than fifteen (15) calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the

administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any Purchase Order or invoice.

The administrative fee is based on the total Purchase Order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth in the applicable FSA Base Specifications and the failure to comply with this condition will be considered as a breach of Contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within fifteen (15) calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25.00 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond forty-five (45) calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination of this Contract for cause pursuant to the Terms and Conditions.

Schedule of Liquidated Damages

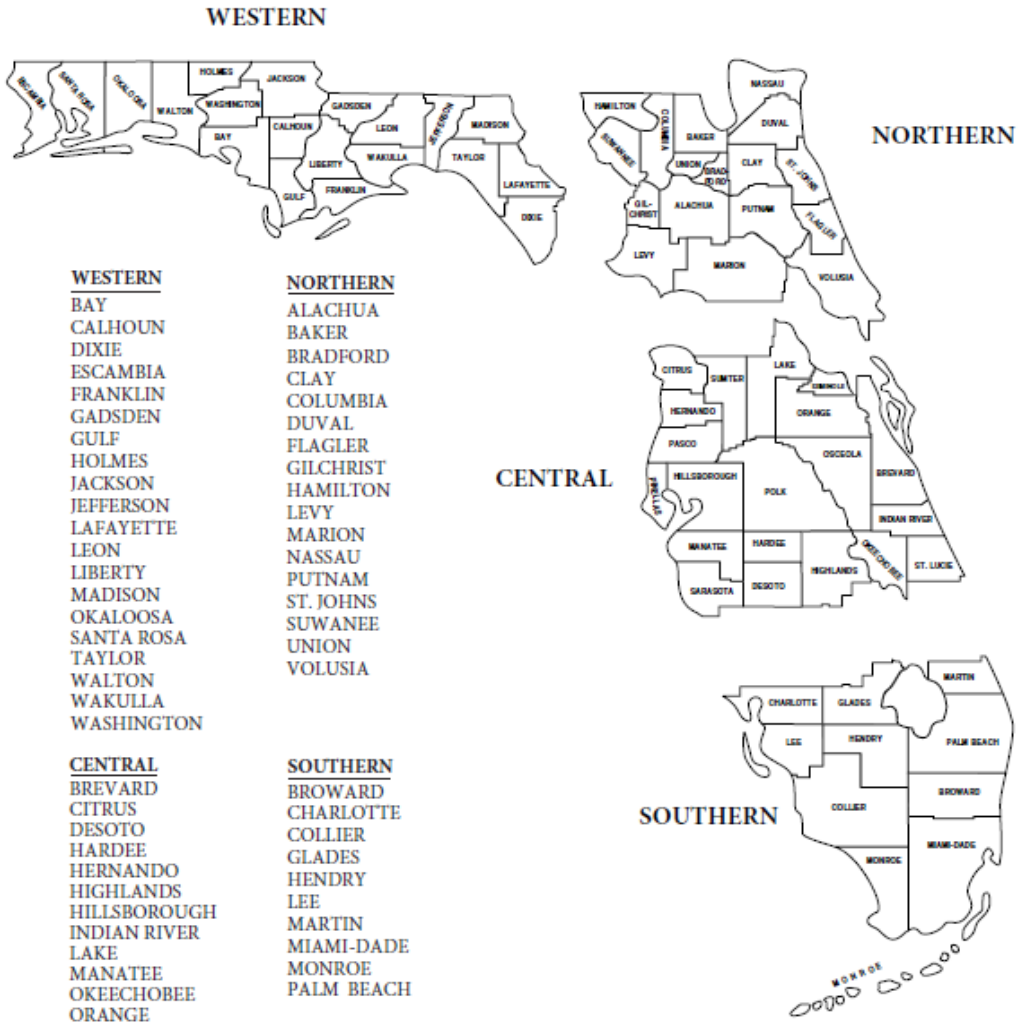
Failure to submit quarterly report on time	$25.00 per calendar day
Failure to submit administrative fee on time	$25.00 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the Purchase Order issue date	$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this Contract. Vendor agrees and acknowledges that these liquidated damages are not

intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA CPP for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix B. Bid Calendar

FSA25-VEL33.0 Bid Calendar	Date
Bid Announcement	3/28/2025
Voluntary Interested Bidder Workshop FSA25-VEL33.0	6/3/2025
New Items & Specifications Submissions Due	6/12/2025
Mandatory Pre-Bid Meeting FSA25-VEL33.0 and VendorLink Training	7/14/2025
Requests for Clarifications Due to FSA	7/24/2025
FSA Response to Requests for Clarifications	7/30/2025
Bid System Opens	8/1/2025
Cone of Silence	8/1/2025 - 9/23/2025
Bid Submissions Due	9/2/2025
Bid Tabulations Posted	9/3/2025
Public Bid Opening	9/3/2025
Bid Evaluations	9/15/25 - 9/19/25
Intent To Award	9/23/2025
Final Award	10/1/2025

Appendix C: ACH Payments

PROTECTING, LEADING & UNITING SINCE 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive
Tallahassee, Florida 32308
p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org

TO: All Customers of the Florida Sheriffs Association

SUBJECT: Automated Payments through ACH

The Florida Sheriffs Association values the integrity of our business operations and knows that our partners do as well. As we continue to strengthen this partnership, FSA invites each company to offer payments to FSA via ACH. It is our goal to secure payments and reduce fraudulent transactions and this will be our primary method of accepting payments due to recent efforts to defraud FSA. Florida Sheriffs Association can be added to your company's list of vendors authorized to be paid via electronic payment for no additional fee.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. The information above can be used to pay with a wire transfer as well, but if you choose to pay via wire, there is a charge of $25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*
(Excluding micro-purchases, as defined in 48 C.F.R. Subpart 2.1, except Davis-Bacon requirements apply to construction contracts exceeding $2,000.) In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>$2,000	
Copeland "Anti-Kickback" Act			>$2,000	
Contract Work Hours and Safety Standards Act	>$100,000	>$100,000	>$100,000	>$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>$150,000	>$150,000	>$150,000	>$150,000
Federal Water Pollution Control Act	>$150,000	>$150,000	>$150,000	>$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>$100,000	>$100,000	>$100,000	>$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the Code of Federal Regulations ("C.F.R.") or United States Code ("U.S.C.") were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of

Labor." The clause set forth in 41 C.F.R. 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.
(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).
(d) Subcontracts. Vendor shall insert in any subcontracts over $100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over $150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of $25,000 and Vendor shall not award lower-tier subcontracts in excess of $25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of $100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.
(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Florida Sheriffs Association Cooperative Purchasing Program
Contract Expiration Schedule

***NOTE: THE BID PROCESS KICKS OFF 6-9 MONTHS PRIOR TO THE BID EXPIRATION DATE**

March 31, 2027	•Tires: FSA25-TRS27.0
March 31, 2027	•Fire & Rescue Vehicles, Boats, & Equipment: FSA25-VEF19.0
September 30, 2026	•Equipment: FSA23-EQU21.1 •Pursuit, Administrative, and Other Vehicles: FSA25-VEL33.0 •Heavy Trucks and Buses: FSA25-VEH23.0
June 30, 2026	•Electric Vehicle Charging Stations, Software, & Other Equipment: FSA24-PWR3.0

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Palm Springs Police Department

Prepared for:		**Contract Holder**	**REV: 10/16/2025**
Palm Springs Police Department **Katelyn Niskanen** kniskanen@vpsfl.org **561-584-8300 ext 8513**		**Duval Ford** **Jared Davis** **(Work) 904-388-2144** **(Fax) 904-387-6816** **jared.davis@duvalmotor.com** **405 Lane Avenue North** **Jacksonville, FL 32258**	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	K8AG SOUTH	Item 250: Ford Police Interceptor SUV AWD with 3.3L Gas Engine 285HP 322 Torque Ft. Lbs	$ 43,939.00	$ 43,939.00
	1	UM	Agate Black	$ -	$ -
	1	9W	Front – Unique Heavy-Duty Cloth, Front Bucket Seats Driver 6-way Power track	$ -	$ -
	1	99B.44U	3.3L gas/10-spd auto	$ -	$ -
	1	51T	Driver Only (Whelen)	$ 418.00	$ 418.00
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option,	$ 125.00	$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	$ 68.00
0		TOTAL LABOR HOURS			
		Additional Notes	Rear seat delete not available from factory as that would mark it as an incomplete vehicle. We can order and install prisoner containment or K-9 cage here to expedite!		
UNIT COST					$ 44,550.00
TOTAL QUANTITY			7	***TOTAL PURCHASE***	$ 311,850.00

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Additional Options for Consideration

QTY	CODE	Description	PRICE	VISUAL
0	INMATE 1	TROY PRODUCTS 2020-24 Utility Single Cell With Poly Window; Half Cage, Kick Panel With Foot Pocket, Metal/Poly Divider With Removable Panel (Patent Pending), Center Seat Floor Plate, Replacement Plastic Seat With OS Seatbelt System, TROY Rear Partition Square-Hole Pattern With Side Panels (PS-20UV-SC-OS-R)	$ 3,231.00	$ -
0	K9 1	K9 - American Aluminum - EZ Rider K9 Platform System: Kit Includes: Rubber Mat, Matte Black Powder Coat & White Interior Cage Light. Vehicle specific, heavy gauge aluminum, easy cleaning, tailored for easy install as well as the comfort of the officer and K9 partner. Air bag tested.	$ 5,368.00	$ -
0	LED PKG 7	PIU UPGRADE LIGHTBAR PACKAGE A: (2) WHELEN: Vertex [VTX9*] Location: In headlight B: (2) WHELEN: Micron [MCRNT* (single color only) Location: In grill C: (2) WHELEN: Vertex [VTX9*] Location: In taillight D: (2) WHELEN: ION [I2*] Location: Inside rear quarter glass E: (1) WHELEN: Speaker[SA315] and Mount [SAK75P] F: WHELEN: Core C399, CCTL6, Scanport [C399SP] G: WHELEN: Legacy [E32****] lightbar Location: On roof	$ 6,801.00	$ -

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STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

K8A SE 1	**MECHANICAL** • Axle Ratio – 3.73 (AWD) • Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers • Class III Trailer Hitch Receiver with 5,000 lbs. towing capacity and (2) recovery hooks Note: Includes Class III Trailer Tow Lighting Package • Column Shifter • DC/DC converter – 220-Amp (in lieu of alternator) • Drivetrain – All-Wheel-Drive • Electric Power-Assist Steering (EPAS) – Heavy-Duty • Engine – 3.3L V6 Direct-Injection Hybrid Engine System • Engine Hour Idle Meter • Engine Hour Meter • Engine Oil Cooler • Fuel Tank – 19-gallons □ H8 AGM Battery (850CCA/92-amp) • Lithium-Ion Battery Pack • Manual Police Pursuit Mode (Steering Wheel Switch Execution) • Suspension – independent front & rear • Transmission – 10-speed automatic • Transmission Oil Cooler
K8A SE 2	**EXTERIOR** • Antenna, Roof-mounted • Cladding – Lower bodyside cladding (MIC) • Door Handles – Black (MIC) • Exhaust, True Dual (down-turned) • Daytime Running Lamps – Configurable ON/OFF through instrument cluster Note: Select option (942) if desire is to have Daytime Running Lamps permanently on (cannot be turned off or reprogrammed) • Door-Lock Cylinders (Front Driver / Passenger / Liftgate) • Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass • Grille – Black (MIC) • Headlamps – Automatic, LED Low-and-High-Beam Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature) — Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature) — Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights) — Wig-wag default is traditional ping-pong pattern; can be programmed to triple-burst pattern or ping-pong / triple-burst Note: Must be wired to vehicle's light controller to enable wig-wag functionality; recommend Ready for the Road Package (67H) or Ultimate Wiring Package (67U)
K8A SE 3	• Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder • Mirrors – Black Caps (MIC), Dual Pwr/Heated/Manual Fold Back Mirror • Spare – Full size 18" Tire w/TPMS • Spoiler – Painted Black • Tail lamps – LED • Tail Lamp Prep Kit • Tires – 255/60R18 A/S BSW • Wheel-Lip Molding – Black (MIC) • Wheels – 18" x 8.0 painted black steel with polished stainless steel hub cover • Windshield – Acoustic Laminated
K8A SE 4	**INTERIOR/COMFORT** • Cargo Hooks in cargo area • Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC) • Climate Control – Rear Aux A/C System • Dark Car • Door-Locks — Power — Rear-Door Handles and Locks Operable • Fixed Pedals (Driver Dead Pedal) • Floor – Flooring – Heavy-Duty Thermoplastic Elastomer • Glove Box – Locking/non-illuminated • Grab Handles – (1 – Front-passenger side, 2-Rear) • Heated Sanitization Solution • Liftgate Release Switch located in overhead console (45 second timeout feature) • Lighting — Overhead Console — Red/White Task Lighting in Overhead Console • Mirror – Day/night Rear View • Particulate Air Filter • Powerpoints – (2) USB A+C Type Ports

K8A SE 5	**Rear-door closeout panels** **• Rear-window Defrost** **• Scuff Plates – Front & Rear** **• Seats** **— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters** **— 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way power lumbar)** **— 1st Row – Passenger 8 Power -way Power track with 2-way power recline and 2-way power lumbar** **— Built-in steel intrusion plates in both driver/passenger seatbacks** **— 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track** **• Red and White Dome Lamp in Cargo Area** **• Speed (Cruise) Control** **• Speedometer – New LCD 12.3» Display Calibrated (includes digital readout)** **• Steering Wheel – Manual / Tilt / Telescoping, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4 user – configurable latching switches** **• Sun visors, color-keyed, non-illuminated** **• Universal Top Tray – Center of I/P for mounting aftermarket equipment** **• Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature**
K8A SE 6	**SAFETY/SECURITY** **• AdvanceTrac® w/RSC® (Roll Stability Control®)** **• Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®** **• Anti-Lock Brakes (ABS) with Traction Control** **• BLIS® – Blind Spot Monitoring with Cross-traffic Alert** **• Brakes – Police calibrated high-performance regenerative braking system** **• Belt-Minder® (Front Driver / Passenger)** **• Rear Cross Traffic Brake Assist** **Note: Includes unique one-touch temporary disable switch for Law Enforcement use** **• Child-Safety Locks (capped; set to "on")** **• Individual Tire Pressure Monitoring System (TPMS)** **• LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations** **• Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking** **• Pre-Collision Mitigation system** **Note: Includes unique one-touch temporary disable switch for Law Enforcement use**
K8A SE 7	**• Rearview Camera viewable on 8" Center Stack Screen** **• 1/4 Scale Rear Camera Display (Available)** **• Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row** **• SOS Post-Crash Alert System™**

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Police Department

ITEM #15: Authorize Police Forfeiture Fund Expenditure

SUMMARY: The Police Department requests to use Police Forfeiture Funds to purchase crime scene forensic equipment for the newly constructed crime lab. The specific equipment that we are requesting to purchase with the Forfeiture Funds are:

- Safekeeper Drying Cabinet
- Alternate Light Source
- Cyano Workstation with Heat Chamber
- Laboratory Fuming Cabinet
- Heat Chamber
- Flammable Storage Cabinet`

The purchase of this crime scene forensic equipment goes beyond the normal operating expenses of the police department. The above equipment is widely used in crime labs to assist in processing evidence. The Drying Cabinet is used to allow wet or bloody evidence to dry in a secure cabinet before being processed for DNA or other trace evidence. The Alternate Light Source is used to detect invisible trace evidence such as touch DNA or blood. The Cyano Workstation is used when processing evidence for fingerprints using the cyanoacrylate (Superglue) process. The Laboratory Fuming Cabinet is necessary when other chemical processes, such as Ninhydrin, are used to process fingerprints on non-porous surfaces. The Flammable Storage Cabinet is used to store flammable chemicals.

Each of the above items falls under the definition of a “Small Purchase”, Sec. 58-4(a) in the Village Code. To ensure the lowest possible prices, the Police Department staff has done market research on all the above items in accordance with the Village Procurement Policy Section 5.1 A&B.

The approximate cost for the individual equipment is: Safekeeper Drying Cabinet $12,400, Alternate Light Source $21,000, Cyano Workstation with Heat Chamber $5,500, Laboratory Fuming Cabinet $1,900, Flammable Storage Cabinet $1,200. The total amount of the expenditure on the crime scene forensic equipment is $42,000 and is available in the Police Department’s Forfeiture Account.

This expenditure also complies with Florida State Statute 932.7055 (5a) that specifically states, in part, that these funds shall be used for “law enforcement purposes, which include… providing additional equipment.”

FISCAL IMPACT:

Funds for this expenditure are available and have been planned in FY 2026 budget for the police department's Forfeiture Fund account.

ATTACHMENTS:

1. quotes
2. Request memo

ARROWHEAD FORENSICS
a Thomas Scientific, LLC company
11006 Strang Line Rd, Lenexa, KS 66215
arrowheadforensics.com | 913-894-8388 | FEIN: 61-1853692

Quote

Date	Quote #
8/1/2025	43180

Bill To	Ship To
PALM SPRINGS POLICE DEPARTMENT ATTN: YISANDRA ALBURQUERQUE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE DEPARTMENT ATTN: YISANDRA ALBURQUERQUE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Rep	Terms	Phone Number	E-mail
BC	Net 30	561-584-8300	YALBURQUERQUE@VPSFL.ORG

Item	Description	Qty	Cost	Total
A-FRD-010-TRI	SAFEKEEPER 6 FOOT TRI-SAFEKEEPER FORENSIC EVIDENCE DRYING CABINET 72"W X 27.75"D X 74.375"H, 115V	1	11,495.00	11,495.00
Shipping	FREIGHT CHARGE	1	844.20	844.20
	LEAD TIME APPROXIMATELY 10-12 WEEKS			
	INSIDE DELIVERY AND INSTALLATION NOT INCLUDED			

Subtotal	$12,339.20
Sales Tax (0.0%)	$0.00
Total	$12,339.20

THIS QUOTE IS GOOD FOR 30 DAYS FROM THIS DATE.

PLEASE REFERENCE QUOTE NUMBER WHEN PLACING ORDER.

ARROWHEAD FORENSICS
a Thomas Scientific, LLC company
11006 Strang Line Rd, Lenexa, KS 66215
arrowheadforensics.com | 913-894-8388 | FEIN: 61-1853692

Quote

Date	Quote #
8/1/2025	43177

Bill To	Ship To
PALM SPRINGS POLICE DEPARTMENT ATTN: YISANDRA ALBURQUERQUE 230 CYPRESS LANE PALM SPRINGS, FL 33461	PALM SPRINGS POLICE DEPARTMENT ATTN: YISANDRA ALBURQUERQUE 230 CYPRESS LANE PALM SPRINGS, FL 33461

Rep	Terms	Phone Number	E-mail
BC	Net 30	561-584-8300	YALBURQUERQUE@VPSFL.ORG

Item	Description	Qty	Cost	Total
A-10034	POLILIGHT PL500 WATT SYSTEM (UV-VIS)	1	20,826.65	20,826.65
A-RPC-CORD	**MAKE SURE CORD FITS W/ UNIT BEFORE SHIPPING** ROFIN POWER CORD	1	0.00	0.00
Shipping	FREIGHT CHARGE	1	102.88	102.88
	LEAD TIME APPROXIMATELY 6 WEEKS			
	COO: AUSTRALIA			

Subtotal	$20,929.53
Sales Tax (0.0%)	$0.00
Total	$20,929.53

THIS QUOTE IS GOOD FOR 30 DAYS FROM THIS DATE.

PLEASE REFERENCE QUOTE NUMBER WHEN PLACING ORDER.

Air Science 30" Safefume Fuming Chamber - upright

Safefume Cyanoacrylate Fuming Chambers are designed to safely develop latent fingerprints using ethyl cyanoacrylate (CNA) vapor in a controlled environment for optimum effectiveness and safety where moisture and fuming time are critical factors. The tamper resistant compartment helps maintain the chain of custody. The unique Air Science Multiplex filtration system, together with professional design and unique construction features offer personnel protection during use. Primary filter included with each unit. Replacement filters available.

Price: $5,015.00

#CA30T

Quantity

1

Add to cart

SPECIFICATIONS:

Internal Height: 57"
External Depth: 28"
External Height: 75"

Air Science Advanced Hot Plate

Safefume Cyanoacrylate Fuming Chambers are designed to safely develop latent fingerprints using ethyl cyanoacrylate (CNA) vapor in a controlled environment for optimum effectiveness and safety where moisture and fuming time are critical factors. The tamper resistant compartment helps maintain the chain of custody. The unique Air Science Multiplex filtration system, together with professional design and unique construction features offer personnel protection during use. Primary filter included with each unit. Replacement filters available.

Price: $485.00 #APT

Quantity

1

Add to cart

SPECIFICATIONS:
Internal Height: 57"
External Depth: 28"
External Height: 75"

SIRCHIE®
Command Every Scene™

100 Hunter Place
Youngsville, NC 27596
Phone: (919) 554-2244, (800) 356-7311
Fax: (919) 554-2266, (800) 899-8181
www.sirchie.com

Extended Sales Hours Monday - Friday, 8AM-7PM EST

Quote Number: 1133475
Quote Date: 10/1/2025 **Page:** 1
Prepared by: Melissa Singleton
Email: Msingleton@sirchie.com
Modified by: Melissa Singleton
RE: RFQ RFQ Alburquerque
FOB

QUOTE

Cust No: A33461
Attention: Yisandra Alburquerque
Fax No.: (561) 968-4933
Phone No.: (561) 304-4814

E-mail: yalburquerque@vpsfl.org

Bill to Address:
Palm Springs Police Dept
230 Cypress Lane
Accounts Payable
Palm Springs, FL 33461

Ship to Address:
Palm Springs Police Dept
230 Cypress Lane
Yisandra Alburquerque
Palm Springs, FL 33461

Qty		Description	Unit Price	Total
1	214CA	LAB FUMING CHAMBER, 110V	$1,766.77	$1,766.77

Payment Details
Terms: NET 30 DAYS
Expected Delivery:
Expiration: 90 Days
Federal ID No.: 26-1186682

Net Order:	$1,766.77
Less Discount:	$0.00
Shipping & Handling:	$102.98
Sales Tax:	$0.00
Order Total:	$1,869.75

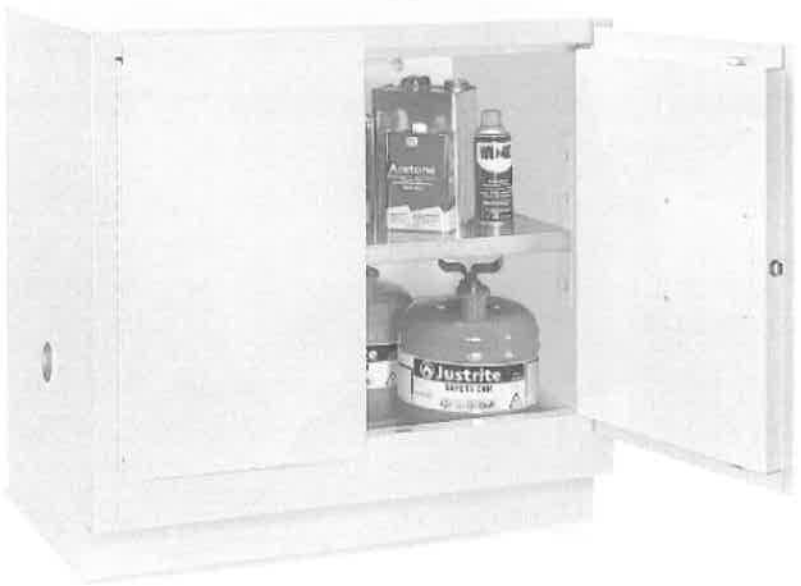
Thank you for your continued interest in SIRCHIE products. When placing your order, please reference your quote number provided above. If you have any questions or concerns, please do not hesitate to call.

Signature: _____

Melissa Singleton

By placing this order, you are acknowledging you are a United States purchaser and agree not to ship products internationally and /or engage in a subsequent resale leading to the export of these items. Certain commodities cannot be exported from the United States without specific approval from the Department of Commerce (Part 730 *et seq.*, U.S. Export Administration Regulations) and/or the Department of State (22 C.F.R. 120-130, ITAR). Diversion contrary to U.S. law is prohibited.

Flammable Storage Cabinet - Undercounter, Manual Doors, Yellow, 22 Gallon



More Images & Video

Organize and safely store flammable liquids and aerosols in your auto or machine shop.

- Fits easily under workbenches with 35" clearance.
- Double wall 18-gauge steel.
- 350 lb. shelf capacity. Adjustable shelves.
- Sloped shelves safely direct spills away from containers.
- Recessed paddle handle, can be used with padlock.
- Continuous piano hinge provides smooth closure.
- Adjustable leveling feet for uneven surfaces.
- Meets NFPA, IFC and OSHA standards. FM approved.
- **Yellow** - For aerosols, gasoline and flammable liquids.
- **Self-Closing Cabinet** - Required in certain states and municipalities.

SPECIFY COLOR:

MADE IN THE USA - 10 YEAR WARRANTY

MODEL NO.	DESCRIPTION	OUTSIDE DIM. W x D x H	CAP. (GAL.)	NO. OF SHELVES	WT. (LBS.)	PRICE EACH		COLOR	IN STOCK SHIPS TODAY
						1	2+		
H-4177M-Y	Undercounter	35 x 22 x 35"	22	1	190	$1,120	$1,090	☐ Yellow	1 ADD

SHIPS ASSEMBLED VIA MOTOR FREIGHT

PALM SPRINGS POLICE DEPARTMENT

230 Cypress Lane · Palm Springs, FL 33461 · Phone: 561-584-8300 · vpsfl.org

October 09, 2025

To: Chief Thomas Ceccarelli OK 10/10/25

Through: Assistant Chief Peter Buhr 1202

Captain Rogelio Torres 242

Lieutenant Gary Zito GZ

From: Crime Scene Technician Yisandra Alburquerque YA MG

Subject: New Crime Scene Lab Equipment

The purpose of this memorandum is to outline the essential crime scene equipment required for our unit to function at full operational capacity. The requested equipment will enhance our ability to preserve evidence, ensure proper documentation, and support investigations with accuracy and efficiency without the need to rely on other agencies for assistance. Acquiring these items will ensure we meet professional standards, properly process crime scenes, and support investigative integrity.

Quotes were obtained from multiple vendors where possible; however, not all vendors provide the same equipment. Below is the list of the necessary equipment and approximate cost. The items highlighted are the ones recommended for purchase.

Drying Chamber
Arrowhead Forensics / 6 Foot Triple Safekeeper Evidence Drying Cabinet / $12,339.20 (This is the only one that has three drying sections.)
Sirchie / Double 72" Evidence Drying Cabinet / $16,589.28
Evident Inc. / 72" Duplex Evidence Drying Cabinet / $9,815.00

Alternative Light Source
Arrowhead Forensics / Polilight PL500 Watt System / $20,929.53

Fuming Chamber
Evident Inc. / 30" Safefume Fuming Chamber Upright / $5,015.00 & Advance Hot Plate / $485.00
Combined $5500.00
Sirchie / 30" Cyanosafe Benchtop Chamber- $9,125.51

Paper Item Fuming Chamber
Sirchie / Lab Fuming Chamber, 110V / $1,869.75

Flammable Storage Cabinet
Uline / Flammable Storage Cabinet / $1,120.00

The total cost will be $41,758.48

I respectfully request the approval of these purchases to make our crime scene unit fully operational.

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Police Department

ITEM #16: Approve Comprehensive Video and Digital Evidence Management System – Police Department FY2026 Budget Funded) – Axon Enterprise, Inc.

SUMMARY: The Police Department needs to upgrade its outdated camera systems, including body-worn cameras and in-car cameras, as well as the interview room video monitoring system. Staff seeks approval for a ten-year agreement with Axon Enterprise, Inc. for new equipment and digital evidence management.

The Fiscal Year 2026 budget allocates $283,055.00 for this upgrade, which will improve transparency, officer safety, and evidence management.

The current systems are nearing the end of their warranties. The proposed contract includes fifty body-worn cameras, in-car camera systems for fifty-eight patrol vehicles, and a cloud-based monitoring system for two interview rooms. Axon will also provide scheduled hardware replacements and training materials.

In accordance with Section 58-7 of the Purchasing Code, Alternative Purchasing Methods, staff recommends that the Village Council approve this purchase under the SourceWell Cooperative Purchasing Contract #101223-AXN, valid through December 15, 2027.

FISCAL IMPACT:
FISCAL IMPACT:
The proposed contract is for a ten-year term. Funds to support year one (1) of the proposed purchase are available within the FY 2026 Budget - General Fund – Capital Lease $279,369.00 and Machinery & Equipment $3,686.00.

Allocated/Estimated Project Funding:
Amount FY 2027 Approved Budget – Capital Lease $301,961
Amount FY 2028 Approved Budget – Capital Lease $301,961
Amount FY 2029 Approved Budget – Capital Lease $301,961
Amount FY 2030 Approved Budget – Capital Lease $301,961
Amount FY 2031 Approved Budget – Capital Lease $301,961
Amount FY 2032 Approved Budget – Capital Lease $301,961
Amount FY 2033 Approved Budget – Capital Lease $301,961
Amount FY 2034 Approved Budget – Capital Lease $301,961
Amount FY 2035 Approved Budget – Capital Lease $301,961

The total cost will be $3,000,734.07 for the purchase of fifty (50) body-worn cameras, fifty-eight (58)

in-car camera systems and two (2) overt camera systems. 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. Addendum to the Agreement Palm Springs PD (FL) - All Docs - Axon Signed
2. Axon Body Worn Camera Quote
3. Axon In-Car Camera Quote
4. SourceWell Contract 101223-AXN
5. Interview Room Statement of Work
6. In-Car Statement of Work
7. Palm Springs PD Axon Fusus RTC3 PRO Level SOW
8. VoPS Project Overview

VILLAGE OF PALM SPRINGS STANDARD ADDENDUM
(Sourcewell Contract 101223-AXN)

THIS ADDENDUM ("Addendum") is made as of the _____ day of _____, 2025, by and between the **Village of Palm Springs**, a Florida municipal corporation located at 226 Cypress Lane, Palm Springs, Florida 33461 ("**Village**") and **Axon Enterprise, Inc.**, a corporation authorized to conduct business in the State of Florida with a principal address of 17800 N. 85th Street, Scottsdale, AZ, 85255-6311 ("**Axon**").

WHEREAS, the Village's police department is in need of body worn cameras, in-car cameras, and related digital evidence management equipment and software; and

WHEREAS, on February 6, 2024, Sourcewell, a State of Minnesota local government unit and service cooperative, awarded a competitively solicited contract (Contract No. 101223-AXN) to Axon for public safety video surveillance solutions with related equipment, software and accessories ("**Sourcewell Contract**"); and

WHEREAS, the Village, as a participating entity in Sourcewell's cooperative service, requested and Axon provided two (2) quotes and three (3) statements of work to the Village for the police department's needed body worn cameras, in-car cameras, and related digital evidence management equipment and software based on the Sourcewell Contract including the awarded unit pricing ("**Axon Quotes and SOWs**"); and

WHEREAS, the Village desires to accept Axon's Quotes and SOWs and enter this Addendum pursuant to the Sourcewell Contract (consisting of 110 pages) for the needed body worn cameras and related digital evidence management equipment and software; and,

WHEREAS, the Village finds the execution of this Addendum pursuant to the Sourcewell Contract with Axon serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Addendum and contained within the Sourcewell Contract, which is incorporated herein by reference, and Axon's Quotes and SOWs, which are attached hereto as **Exhibit "A"**, (with this Addendum, the Sourcewell Contract, and Axon's Quotes and SOWs hereafter jointly referred to as the "**Contract Documents**"), the Village and Axon agree as follows:

SECTION 1 – RECITALS, INSURANCE, INDEMNIFICATION AND LIABILITY

1.1 The foregoing recitals are incorporated into this Addendum as true and correct statements and made apart hereof.

1.2 Prior to commencing any services, Axon, and any of its subcontractors providing services at Village facilities and/or on Village vehicles, shall maintain the insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers, who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village's Village Manager and Axon. All such insurance policies may not be cancelled or terminated without providing notice to the Village's Village Manager. Axon will ensure that all policies are maintained for the full term of the Contract Documents.

Type of Coverage	Amount of Coverage
Commercial general liability	$1, 000,000 per occurrence

(Products/completed operations Contractual, insurance broad form property, Independent PRS, personal injury)	$2,000,000 annual aggregate
Comprehensive Automobile Liability Insurance (bodily/personal injury, including death, property damage, from owned and non-owned vehicles)	$1,000,000 combined single limit
Cyber and Privacy Liability Insurance (to be provided solely by Axon)	$1,000,000 per occurrence $5,000,000 aggregate
Worker's Compensation	$ statutory limits

General Liability and Automobility Liability policies shall name the Village as an additional insured. Failure to comply with the foregoing requirements shall not relieve Axon of its liability and obligations under the Contract Documents.

1.3 The Village shall not be required to indemnify, hold harmless, or defend Axon, its officers, its employees, or affiliates or agents for any reason under the Contract Documents.

1.4 Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against the Village nor shall the Contract Documents be construed as a waiver of sovereign immunity by the Village including, but not limited to, the monetary limitations set forth in section 768.28, Florida Statutes.

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

1.6 Axon must indemnify, defend, save, and hold the Village including the Village's employees and agents harmless from any claims, causes of action, and/or damages ("Claims"), including reasonable attorneys' fees incurred by the Village, arising out of any negligent act or omission in the performance of the Contract Documents by Axon, its agents or employees. This indemnification includes, but is not limited to, injury or death to person(s) or property alleged to have been caused by some defect in the equipment, products, or services under the Contract Documents to the extent the equipment, product, or service has been used according to its specifications; and, claims made by the employees of Axon against the Village and Axon hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. In no event will Axon be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort.

1.7 Axon's cumulative liability under the foregoing indemnification provision will not exceed the sum of Three Million Five Hundred Thousand Dollars ($3,500,000.00).

1.8 Subject to the limitations set forth in this Section, the Village shall provide prompt written notice to Axon of any claim, and Axon shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, Axon shall appoint lead counsel, in each case at Axon's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Axon of any of its obligations hereunder. If Axon assumes control of the defense of any third party claim in accordance with this paragraph, Axon 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, Axon 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) Axon has failed or is failing to prosecute or defend vigorously the third party claim. Axon shall maintain the sole right to defend itself against any claim involving its intellectual property. 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.

SECTION 2 – ENFORCEMENT COSTS; JURY TRIAL WAIVER; VENUE, THE LAW AND REMEDIES

2.1 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees. **Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents including but not limited to any counterclaims.**

2.2 The validity of the Contract Documents and of any terms or provisions, as well as the rights and duties of the parties under the Contract Documents, shall be governed by the laws of the State of Florida. Venue for all actions and/or claims arising from or related to the Contract Documents shall be exclusively in Palm Beach County, Florida.

2.3 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. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The statute of limitations set forth in Florida law shall be applicable to any cause of action, claims, or remedy sought under the Contract Documents.

SECTION 3 - AUTHORITY TO PRACTICE, PROMPT PAYMENT, TERMINATION AND TERM

3.1 Axon represents and warrants that it, and any of its subcontractors providing services under the Contract Documents, has and will continue to maintain all licenses and approvals required to conduct its business under the Contract Documents, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the Village upon request. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and terms of the Contract Documents that relate to the parties' performance under or arising out of the Contract Documents.

3.2 Village shall compensate Axon as stated in the Axon's Quotes and SOWs attached in **Exhibit "A"**. No other compensation shall be paid to Axon under the Contract Documents unless agreed to in writing by the Village's authorized contract authority, which is either the Village Manager or the Village Council. All disputes and claims regarding payments and/or interest shall be subject to Florida's Prompt Payment Act (for non-construction services) section 218.70 *et. seq*. Axon's out of pocket expenses for the provision of any services must receive prior written approval from the Village.

3.3 The Village shall have the right to terminate the Contract Documents for Axon's default if Axon fails to comply with any term or condition of the Contract Documents including, but not limited to, failure to complete all professional services in a timely manner subject to reasonable delays outside of Axon's reasonable control. If the Village terminates the Contract Documents for Axon's default, which default is

not cured within thirty (30) days' after written notice of the default from the Village to Axon, Axon shall be liable for reimbursement to the Village for any and all pre-payments made for materials, equipment, and/or services that have not yet been received on a pro rata basis and any implementation fees for services not yet performed.

3.4 If the Axon terminates the Contract Documents prior to the expiration date and the Village has not received a notice of default and opportunity to cure said default, the Village will incur damages difficult or impossible to ascertain, In the event of such occurrence, the Village shall be entitled to, and the Axon agrees to pay (not as a penalty), all pre-payments made by the Village for materials, equipment, and/or services that have not yet been received on a pro-rata basis in addition to any implementation fees incurred by the Village for services not yet performed.

3.5 The term of the Contract Documents shall be from the effective date set forth in Section 10 below and shall expire upon the completion of all services and subscriptions stated in Axon's Quotes and SOWs unless earlier terminated as stated in the Contract Documents. The Contract Documents shall not automatically renew unless the Village and Axon agree in writing to extend the term.

SECTION 4 - PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES, E-VERIFY AND HUMAN TRAFFICKING

4.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Axon certifies that it, its affiliates, suppliers, subcontractor and any other contractors who will perform hereunder, have not been placed on the convicted contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

4.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Axon certifies that it is not participating in a boycott of Israel. The Village and Axon agree that the Village will have the right to terminate the Contract Documents if Axon is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

4.3 Axon shall comply with the E-Verify requirements of section 448.095, Florida Statutes, to the extent applicable.

4.4 By signing this Agreement as set forth below, Axon's authorized representative attests that Axon does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

SECTION 5 – DATA PROTECTION

5.1 DATA PROTECTION. Axon acknowledges that under the Contract Documents that the Village is authorizing Axon to access certain Village systems and/or networks and receive data that is personal, private, and/or confidential ("Village Data") in order to perform the services required in the Contract Documents. To ensure that the Village Data is protected, Axon agrees on behalf of itself, its employees and agents, who may have access to the Village Data and/or receive the Village Data, that the Village Data will not be stored, copied, analyzed, monitored, or otherwise used except for the sole purposes of performing the services required under the Contract Documents. Axon agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the Village Data, including without limitation all personally identifiable information ("PII") and data privacy with respect to any such Village Data. Axon will protect all Village Data, including but not limited to PII, and will not use, disclose, or transfer such Village Data except as necessary to perform the services under this Agreement or as specifically authorized by applicable law or under the Contract Documents. To the extent that Axon receives or has access to any Village Data with PII related to or

arising from the performance of the Contract Documents, Axon will protect the privacy and legal rights of Village's personnel, clients, customers, and agents.

5.2 Axon agrees to notify the Village within three (3) business days in writing of any discovery by Axon of any breach or suspected breach of the provisions of the Contract Documents with regards to Village Data or any loss or unauthorized use, disclosure, acquisition of, or access to any Village Data which Axon becomes aware of (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect and potential effect on the Village and any of its personnel, clients, customers, and agents, if known, of the Data Breach, and the corrective action taken or to be taken by Axon to safeguard the Village Data and to prevent any further Data Breaches. Axon shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with the Village in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. Axon agrees to be liable for any costs, expenses (including reasonable attorney's fees), and penalties assessed against the Village due to any Data Breach of Axon's data and privacy obligations under Axon's Privacy Policy which is not due to the acts or omissions of the Village and which is caused by Axon's negligent actions or inactions.

SECTION 6 - ENTIRETY OF CONTRACTUAL AGREEMENT

6.1 The Village and Axon agree that this Addendum and the other Contract Document(s) set forth the entire contract between the parties, and that there are no promises or understandings other than those stated in the Contract Documents. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered except by written instrument executed by both parties hereto.

SECTION 7 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

7.1 The contract between the parties consists of this Addendum and the remaining Contract Document(s). To the extent that there exists a conflict between this Addendum and the remaining Contract Document(s), the terms, conditions, covenants, and/or provisions of this Addendum shall prevail with the Sourcewell Contract next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 8 –PALM BEACH COUNTY IG

8.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Axon should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 9 – PUBLIC RECORDS LAW

9.1 Public Records: Axon shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), 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 services.

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 the Contract Documents following completion of the Contract Documents if the Axon does not transfer the records to the Village.

d. Upon completion of the Contract Documents, transfer, at no cost, to the Village all public records in possession of Axon or keep and maintain public records required by the Village to perform the service. If Axon transfers all public records to the Village upon completion of the Contract Documents, Axon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Axon keeps and maintains public records upon completion of the Contract Documents, Axon 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 AXON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AXON'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE VILLAGE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 434-5084, kwynn@vpsfl.org, OR BY MAIL SENT TO THE VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 10 – EXECUTION, EFFECTIVENESS, AND SURVIVAL

10.1 The Contract Documents may be executed in counterparts, each of which shall be an original, but all of each such Contract Documents shall constitute one and the same document. The parties agree to accept the execution and delivery of the Contract Documents by electronic means (e.g., email, fax, etc.) and shall treat the same as an original.

10.2 The Contract Documents shall become effective upon the Village Council approval and execution of the same.

10.3 Any provision of the Contract Documents which is of a continuing nature or imposes an obligation which extends beyond the term of the Contract Documents shall survive its expiration or earlier termination.

SECTION 11 – NOTICES

11.1 Notwithstanding any other provision to the contrary in the Contract Documents, all notices required in the Contract Documents shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, or by e-mail (with proof of delivery and copy of notice sent regular U.S. Mail) and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to Axon, shall be sent to:

Axon Enterprise, Inc.
ATTN: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
Legal@axon.com

SECTION 12 – INFRINGEMENT INDEMNITY. I

12.1 Notwithstanding any other provision in the Contract Documents, Axon will defend and/or settle at its expense all third party claims or causes of action arising out of or related to a claim or count asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by Axon under the Contract Documents infringes any copyright or any patent or misappropriates a trade secret. Axon will indemnify and hold harmless the Village against any and all expenses, damages, costs, and/or attorney's fees at all levels of trial and appeal or mediation or arbitration, finally awarded in such claim or cause of action or the amount of the settlement thereof; provided that (i) Axon is promptly notified in writing of such claim or suit, (ii) Axon will have the sole control of the defense and settlement thereof, and (iii) Village furnishes Axon, on reasonable request, information available to Village for such defense. The Village will not admit any such claim or cause of action without prior consent of Axon unless Axon fails to take prompt action to defend and/or settle at its expense the claims or causes of action.

12.2 In the event of a claim of and/or causes of action for infringement, Axon shall, at its option:

- procure for Village the right to continue using the deliverables provided under the Contract Documents; or
- replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
- If neither of the above actions is reasonably feasible, Axon will refund to the Village the fee actually paid by Village under the Contract Documents on a pro rata basis (as amortized on a straight-line basis over the time in which the Village was able to use the deliverables.

12.3 Axon will have no obligation under this section for infringement if and to the extent that such claim and/or causes of action arises or results from:

- the Village's obligations with regards to existing products utilized by the Village;
- modification of the deliverables other than by Axon or by its recommendation;
- combination of the deliverables with products other than those supplied by Axon;
- the alleged infringement or misappropriation relates to such modification or combination;
- the specifications or written direction of the Village directs Axon to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with Axon's products, services, or work product; and/or
- use of Axon Products that is not the most current software release provided by Axon.

12.4 Axon will also not have any indemnification obligation with respect to a claim or cause of action for infringement: (i) if it has provided Village with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by Village within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

12.5 Axon's obligation to indemnify, defend, and hold harmless for infringement shall remain in effect and shall be binding upon Axon whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

SECTION 13 - EXPORT ADMINISTRATION.

13.1 Each party agrees to comply with all export laws and regulations of the United States ("Export Laws") to assure that no software deliverable, item, service, technical data or any direct product thereof arising out of or related to this Agreement is exported directly or indirectly (as a physical export or a deemed export) in violation of Export Laws.

SECTION 14 - NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under the Contract Documents.

SECTION 15 – SECURITY INTEREST. The Contract Documents contemplate that the Village is purchasing equipment and services from Axon. All equipment purchases shall be free from any security interest of Axon and remain the sole property of the Village for the duration of the Contract Documents with no rights of repossession by Axon. The foregoing is not intended to limit any applicable warranties and/or equipment upgrades or renewals as set forth in the Contract Documents.

SECTION 16 – PREPATION. This Addendum shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 17 – TIME, FORCE MAJEURE, AND DELAY DAMAGES.

17.1 Time is of the essence under the Contract Documents.

17.2 Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, epidemics, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. Axon or the Village may suspend its performance under the Contract Documents as a result of a force majeure without being in default of the Contract Documents, but upon the removal of such force majeure, Axon or Village shall resume its performance as soon as is reasonably possible. Upon Axon's request, the Village shall consider the facts and extent of any failure to perform the work and, if Axon's failure to perform was without its fault or negligence, the schedule may be revised accordingly. No extension shall be made for delay occurring more than five (5) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary. Failure to timely provide notice of any delay within ten (10) days shall waive the delay until notice is properly provided in accordance with this provision.

17.3 Except where specifically provided for in the Contract Documents, the Axon shall not be entitled to an increase in compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by Axon for hindrances or delays due solely to fraud, bad faith or active interference or continuous delays prohibiting performance on the part of the Village. Otherwise, Axon shall be entitled only to extensions of time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

SECTION 18 – WARRANTY. Unless the other Contract Documents or the applicable manufacturer provides a longer warranty period, Axon warrants and guarantees to the Village that all Axon materials and parts supplied under the Contract Documents shall be free from all defects for one (1) year from the date of delivery. Axon shall provide the Village any and all manufacturers' warranties for the goods and services being provided under the Contract Documents. Axon agrees to pay for all transportation and handling costs of returned materials, if required, for repair or replacement.

18.1 Acceptance of Services. When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement or if the Customer reasonably believes they need more time to assess the services, Customer must notify Axon in writing of the specific reasons for rejection or the request for an extension to review the services within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

SECTION 19 – AXON'S REPRESENTATIONS. In order to induce the Village to enter into this Addendum and the other Contract Documents, Axon makes the following representations prior to commencing any services at Village's facilities and/or within Village vehicles:

19.1 Axon has to the best of its knowledge familiarized itself with the nature and extent of the Contract Documents, services, site, locality, vehicles, and all local conditions and regulations provided by the Village to Axon that in any manner may affect cost, progress, performance or furnishing of the services.

19.2 If applicable, the Axon has given the Village written notice of all known conflicts, errors or discrepancies that the Axon has discovered in the Contract Documents, the site, locality, vehicles, and all local conditions and regulations provided by the Village to Axon, and the written resolution thereof (if any) by the Village is acceptable to the Axon.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Addendum (to Master Services Agreement and Orders) to be executed as of the day and year set forth above.

ATTEST:

VILLAGE OF PALM SPRINGS

By:_____
Kimberly Wynn, Village Clerk

By:_____
Bev Smith, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Christy Goddeau, Village Attorney

[Corporate Seal]

AXON ENTERPRISE, INC.

By: _____
Print Name: Brian Fairbanks
Print Position: Vice President, TASER

STATE OF ARIZONA)
COUNTY OF MARICOPA)

THE FOREGOING instrument was acknowledged before me by means of X physical presence or __online notarization on this 12 day of November, 2025, by Brian Fairbanks of Axon Enterprise, Inc., 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 Axon Enterprise, Inc., to the same.

Notary Seal:

NATALIE SHARP
Notary Public - Arizona
Maricopa County
Commission # 631850
My Comm. Expires Sep 4, 2026

Notary Public Signature

EXHIBIT "A"

(Axon Quotes and SOWs for Body Worn Cameras, In-Car Cameras, and Related Equipment and Software)

(Axon Body Worn Camera Quote - 12 pages)

(Axon In-Car Camera Quote – 8 pages)

(Axon Fusus Pro Template SOW – 18 pages)

(Axon Interview Room SOW – 8 pages)

(Axon Fleet In-Car Camera SOW – 6 pages)

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-681277-45951JD

Issued: 10/21/2025

Quote Expiration:

Estimated Contract Start Date: 01/15/2026

Account Number: 123417

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Palm Springs Police Dept.- FL 230 Cypress Ln Palm Springs, FL 33461-1604 USA	Palm Springs Police Dept.- FL FINANCE 226 CYPRESS LN PALM SPRINGS FL 33461 USA PALM SPRINGS FL 33461-2999 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Katelyn Namasake Phone: (561) 584-8300 Email: kniskanen@vpsfl.org Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$1,824,486.87
ESTIMATED TOTAL W/ TAX	$1,824,486.87

Discount Summary

Average Savings Per Year	$71,921.02
TOTAL SAVINGS	$719,210.21

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$165,429.80	$0.00	$165,429.80
Dec 2026	$184,335.34	$0.00	$184,335.34
Dec 2027	$184,335.34	$0.00	$184,335.34
Dec 2028	$184,335.34	$0.00	$184,335.34
Dec 2029	$184,335.34	$0.00	$184,335.34
Dec 2030	$184,374.32	$0.00	$184,374.32
Dec 2031	$184,335.34	$0.00	$184,335.34
Dec 2032	$184,335.35	$0.00	$184,335.35
Dec 2033	$184,335.35	$0.00	$184,335.35
Dec 2034	$184,335.35	$0.00	$184,335.35
Total	**$1,824,486.87**	**$0.00**	**$1,824,486.87**

Quote Unbundled Price:	**$2,543,632.50**
Quote List Price:	**$2,040,498.30**
Quote Subtotal:	**$1,824,486.87**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	120	$363.77	$276.14	$276.14	$1,656,840.00	$0.00	$1,656,840.00
IR1CA	Interview Room 1 Camera Standard	1	60	$559.96	$508.05	$322.39	$19,343.40	$0.00	$19,343.40
IR1CA	Interview Room 1 Camera Standard	1	60	$476.64	$508.05	$322.39	$19,343.40	$0.00	$19,343.40
IR1CA	Interview Room 1 Camera Standard	1	60	$321.59	$508.05	$0.00	$0.00	$0.00	$0.00
IR1CA	Interview Room 1 Camera Standard	1	60	$296.58	$508.05	$0.00	$0.00	$0.00	$0.00
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			$600.00	$0.00	$0.00	$0.00	$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$209.00	$0.00	$0.00	$0.00	$0.00
50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1			$542.00	$0.00	$0.00	$0.00	$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3			$5,000.00	$0.00	$0.00	$0.00	$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$209.00	$0.00	$0.00	$0.00	$0.00
50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1			$542.00	$0.00	$0.00	$0.00	$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$209.00	$209.00	$209.00	$0.00	$209.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1			$209.00	$209.00	$209.00	$0.00	$209.00
50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1			$542.00	$542.00	$542.00	$0.00	$542.00
50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1			$542.00	$542.00	$542.00	$0.00	$542.00
50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	1			$5,900.00	$5,900.00	$5,900.00	$0.00	$5,900.00
50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	1			$5,900.00	$5,900.00	$5,900.00	$0.00	$5,900.00
H00001	AB4 Camera Bundle	50			$899.00	$890.01	$44,500.50	$0.00	$44,500.50
H00002	AB4 Multi Bay Dock Bundle	7			$1,638.90	$1,622.51	$11,357.57	$0.00	$11,357.57
A la Carte Software									
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	50	120		$25.20	$6.30	$37,800.00	$0.00	$37,800.00
A la Carte Services									
101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4			$425.00	$0.00	$0.00	$0.00	$0.00
85144	AXON BODY - PSO - STARTER	1			$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$12,000.00	$12,000.00	$0.00	$12,000.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	109		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	109		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$1,824,486.87**	**$0.00**	**$1,824,486.87**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	50	1	12/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	12/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	55	1	12/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	55	1	12/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	55	1	12/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	12/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	12/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100126	AXON VR - TACTICAL BAG	2	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	50	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100748	AXON VR - CONTROLLER - TASER 10	2	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101294	AXON VR - TABLET	2	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101300	AXON VR - TABLET CASE	2	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	100	1	12/15/2025
Interview Room 1 Camera Standard	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	1	12/15/2025
Interview Room 1 Camera Standard	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	1	12/15/2025
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	12/15/2025
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	12/15/2025
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	12/15/2025
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	12/15/2025
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	12/15/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	1	12/15/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	12/15/2025
A la Carte	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	1	12/15/2025
A la Carte	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	1	12/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	12/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	12/15/2025
A la Carte	50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	1	1	12/15/2025
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	06/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	06/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	06/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	06/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	51	1	06/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	06/15/2028
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	2	1	12/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	2	1	12/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101013	AXON VR - TAP REFRESH 2 - CONTROLLER	2	1	12/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	2	1	12/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	51	1	12/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	7	1	12/15/2030
Interview Room 1 Camera Standard	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	1	12/15/2030
Interview Room 1 Camera Standard	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	1	1	12/15/2030
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	12/15/2030
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	12/15/2030
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	12/15/2030
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	12/15/2030
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	12/15/2030
A la Carte	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	1	12/15/2030
A la Carte	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	1	12/15/2030
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	12/15/2030

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	1	12/15/2030
A la Carte	50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	1	1	12/15/2030
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100212	AXON VR - TAP REFRESH 3 - TABLET	2	1	06/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	2	1	06/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101014	AXON VR - TAP REFRESH 3 - CONTROLLER	2	1	06/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20375	AXON VR - TAP REFRESH 3 - HEADSET	2	1	06/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73345	AXON BODY - TAP REFRESH 3 - CAMERA	51	1	06/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73347	AXON BODY - TAP REFRESH 3 - DOCK MULTI BAY	7	1	06/15/2033
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73346	AXON BODY - TAP REFRESH 4 - CAMERA	51	1	12/15/2035
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73348	AXON BODY - TAP REFRESH 4 - DOCK MULTI BAY	7	1	12/15/2035

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101705	AXON FUSUS - LICENSE - PRO USER	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	20370	AXON VR - USER ACCESS - FULL VR	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73618	AXON COMMUNITY REQUEST	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73638	AXON STANDARDS - LICENSE	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73739	AXON PERFORMANCE - LICENSE	50	01/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	50	01/15/2026	01/14/2036
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	01/15/2026	01/14/2031
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	01/15/2026	01/14/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	50	01/15/2026	01/14/2036
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	01/15/2031	01/14/2036
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	1	01/15/2031	01/14/2036
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/15/2031	01/14/2036
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	01/15/2031	01/14/2036
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	1	01/15/2031	01/14/2036
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	01/15/2031	01/14/2036

Services

Bundle	Item	Description	QTY
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	3
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	50
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4
A la Carte	85144	AXON BODY - PSO - STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	2	12/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	100213	AXON VR - EXT WARRANTY - TABLET	2	12/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	12/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	12/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	50	12/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	1	12/15/2026	01/14/2036
BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	12/15/2026	01/14/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	12/15/2026	01/14/2036
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	12/15/2026	01/14/2036

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	230 Cypress Ln	Palm Springs	FL	33461-1604	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 1	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 1	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 1	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$42,136.85	$0.00	$42,136.85
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	1	$491.94	$0.00	$491.94
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	1	$491.94	$0.00	$491.94
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Upfront Items	101267	AXON VR - PSO - FULL INSTALLATION	1	$12,000.00	$0.00	$12,000.00
Upfront Items	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	$0.00	$0.00	$0.00
Upfront Items	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	$542.00	$0.00	$542.00
Upfront Items	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$0.00	$0.00	$0.00
Upfront Items	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$209.00	$0.00	$209.00
Upfront Items	50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	1	$5,900.00	$0.00	$5,900.00
Upfront Items	85144	AXON BODY - PSO - STARTER	1	$10,000.00	$0.00	$10,000.00
Upfront Items	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	50	$37,800.00	$0.00	$37,800.00
Upfront Items	H00001	AB4 Camera Bundle	50	$44,500.50	$0.00	$44,500.50
Upfront Items	H00002	AB4 Multi Bay Dock Bundle	7	$11,357.57	$0.00	$11,357.57
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	50	$0.00	$0.00	$0.00
Total				**$165,429.80**	**$0.00**	**$165,429.80**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 2	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 2	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 2	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.37	$0.00	$180,129.37
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Total				**$184,335.34**	**$0.00**	**$184,335.34**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 3	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 3	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 3	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.37	$0.00	$180,129.37
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Total				**$184,335.34**	**$0.00**	**$184,335.34**

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 4	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 4	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 4	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.37	$0.00	$180,129.37
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Total				**$184,335.34**	**$0.00**	**$184,335.34**

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 5	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 5	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 5	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.37	$0.00	$180,129.37
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Total				**$184,335.34**	**$0.00**	**$184,335.34**

Dec 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 6	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00

Dec 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 6	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 6	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$173,668.22	$0.00	$173,668.22
Annual Payment 6	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 6	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 6	IR1CA	Interview Room 1 Camera Standard	1	$2,027.55	$0.00	$2,027.55
Annual Payment 6	IR1CA	Interview Room 1 Camera Standard	1	$2,027.55	$0.00	$2,027.55
Phase 2 Hardware	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	$542.00	$0.00	$542.00
Phase 2 Hardware	50116	AXON INTERVIEW - CAMERA - OVERT PTZ JOYSTICK	1	$0.00	$0.00	$0.00
Phase 2 Hardware	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$0.00	$0.00	$0.00
Phase 2 Hardware	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	1	$209.00	$0.00	$209.00
Phase 2 Hardware	50222	AXON INTERVIEW - SWITCH - CISCO 24 PORT	1	$5,900.00	$0.00	$5,900.00
Total				**$184,374.32**	**$0.00**	**$184,374.32**

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 7	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 7	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 7	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 7	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.37	$0.00	$180,129.37
Annual Payment 7	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 7	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Annual Payment 7	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 7	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Total				**$184,335.34**	**$0.00**	**$184,335.34**

Dec 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 8	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 8	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 8	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 8	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.38	$0.00	$180,129.38
Annual Payment 8	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 8	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 8	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Annual Payment 8	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Total				**$184,335.35**	**$0.00**	**$184,335.35**

Dec 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 9	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 9	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 9	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 9	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.38	$0.00	$180,129.38
Annual Payment 9	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Annual Payment 9	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Annual Payment 9	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 9	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Total				**$184,335.35**	**$0.00**	**$184,335.35**

Dec 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	3	$0.00	$0.00	$0.00
Annual Payment 10	101408	AXON FUSUS - CORE - CAD	1	$0.00	$0.00	$0.00
Annual Payment 10	101422	AXON FUSUS - PSO - HARDWARE DEPLOYMENT	4	$0.00	$0.00	$0.00
Annual Payment 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	3	$0.00	$0.00	$0.00
Annual Payment 10	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Annual Payment 10	B00057	BUNDLE - UNLIMITED PLUS ISLE WITH VR 10YR	50	$180,129.38	$0.00	$180,129.38
Annual Payment 10	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 10	IR1CA	Interview Room 1 Camera Standard	1	$2,102.97	$0.00	$2,102.97
Annual Payment 10	IR1CA	Interview Room 1 Camera Standard	1	$0.00	$0.00	$0.00
Annual Payment 10	IR1CA	Interview Room 1 Camera Standard	1	$2,103.00	$0.00	$2,103.00
Total				**$184,335.35**	**$0.00**	**$184,335.35**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/21/2025

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-676519-45946JD

Issued: 10/16/2025

Quote Expiration:

Estimated Contract Start Date: 01/01/2026

Account Number: 123417

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Palm Springs Police Dept.- FL 230 Cypress Ln Palm Springs, FL 33461-1604 USA	Palm Springs Police Dept.- FL FINANCE 226 CYPRESS LN PALM SPRINGS FL 33461 USA PALM SPRINGS FL 33461-2999 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Johnathan Dugas Phone: 8134980208 Email: jdugas@axon.com Fax:	Katelyn Namasake Phone: (561) 584-8300 Email: kniskanen@vpsfl.org Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$1,176,247.20
ESTIMATED TOTAL W/ TAX	$1,176,247.20

Discount Summary

Average Savings Per Year	$66,268.26
TOTAL SAVINGS	$662,682.55

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$117,624.72	$0.00	$117,624.72
Dec 2026	$117,624.72	$0.00	$117,624.72
Dec 2027	$117,624.72	$0.00	$117,624.72
Dec 2028	$117,624.72	$0.00	$117,624.72
Dec 2029	$117,624.72	$0.00	$117,624.72
Dec 2030	$117,624.72	$0.00	$117,624.72
Dec 2031	$117,624.72	$0.00	$117,624.72
Dec 2032	$117,624.72	$0.00	$117,624.72
Dec 2033	$117,624.72	$0.00	$117,624.72
Dec 2034	$117,624.72	$0.00	$117,624.72
Total	**$1,176,247.20**	**$0.00**	**$1,176,247.20**

Quote Unbundled Price:	**$1,838,908.80**
Quote List Price:	**$1,805,361.60**
Quote Subtotal:	**$1,176,247.20**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B10Yr	Fleet 3 Basic 10 Year	58	120	$173.39	$168.57	$168.57	$1,173,247.20	$0.00	$1,173,247.20
A la Carte Software									
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	120		$71.49	$0.00	$0.00	$0.00	$0.00
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	58	120		$18.90	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
Total							**$1,176,247.20**	**$0.00**	**$1,176,247.20**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic 10 Year	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	58	1	12/01/2025
Fleet 3 Basic 10 Year	101926	AXON FLEET - TAOGLAS ANT - 5-IN-1 2CELL 2WIFI 1GNSS INT	58	1	12/01/2025
Fleet 3 Basic 10 Year	70112	AXON SIGNAL - VEHICLE	58	1	12/01/2025
Fleet 3 Basic 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	12/01/2025
Fleet 3 Basic 10 Year	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	58	1	12/01/2025
Fleet 3 Basic 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	58	1	12/01/2030
Fleet 3 Basic 10 Year	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	12/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic 10 Year	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	58	01/01/2026	12/31/2035
Fleet 3 Basic 10 Year	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	116	01/01/2026	12/31/2035
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	01/01/2026	12/31/2035
A la Carte	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	58	01/01/2026	12/31/2035

Services

Bundle	Item	Description	QTY
Fleet 3 Basic 10 Year	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	58
Fleet 3 Basic 10 Year	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	58
Fleet 3 Basic 10 Year	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	58
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic 10 Year	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	58	12/01/2026	12/31/2035
Fleet 3 Basic 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	58	12/01/2026	12/31/2035
Fleet 3 Basic 10 Year	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	12/01/2026	12/31/2035

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	230 Cypress Ln	Palm Springs	FL	33461-1604	USA

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 1	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	58	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 2	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 3	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 4	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 5	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 5	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 6	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 6	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 7	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 7	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 8	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 8	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 9	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 9	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Dec 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$300.00	$0.00	$300.00
Annual Payment 10	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	58	$0.00	$0.00	$0.00
Annual Payment 10	Fleet3B10Yr	Fleet 3 Basic 10 Year	58	$117,324.72	$0.00	$117,324.72
Total				**$117,624.72**	**$0.00**	**$117,624.72**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

ALPR Licenses granted at $0 in lieu of closing with Q-681277

Signature

Date Signed

10/16/2025

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Sourcewell

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

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2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

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

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

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

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

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

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

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7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

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

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14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

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

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

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fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

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Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer)
Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer)
Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

    7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

    7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

    8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

    8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

    8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

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RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback. *
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers. *
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/. *
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. *

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.	*

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning	*

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION
Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.
The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).
Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS
Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.
Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.
Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.
Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS
Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.
Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION
Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

			support experience. With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources. By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques. Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes. When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises. At the beginning of each program, we meet with customers to define requirements and outline a project schedule. Our programs typically include items required to: Migrate your existing data; Establish integrations with your current platforms as defined in the requirements; Build and deliver your solutions; Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and		

			managing all body-worn LTE data plans. Create your initial configuration in Axon Evidence; Train your administrators; Install your in-car cameras and, Provide long term support. Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule. These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems. The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations. Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies. POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies. FIELD TRAINING OFFICERS – Officers who represent the end users of the devices. EVIDENCE CUSTODIANS –		

			Including those who will be responsible for digital evidence sharing is key. LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in. Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence. First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task. When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out. While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system. These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements. For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value. Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may		

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

			Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these		

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

			experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands. Fleet 3 Installation Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed. The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention. Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling. During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind. Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin. The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position. The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be		

			tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin. Long Term Support In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project. We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible. We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem. Customer Success Manager We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows. As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences. 24/7/365 Technical Support Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location		

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

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AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AMENDMENT #3
TO
CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.

Signed by: 55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

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partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

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2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR PALM SPRINGS POLICE DEPT.- FL ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street

Docusign Envelope ID: F2A1A975-ED85-4EBA-A8C9-8A4074F8C4DF

1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Palm Springs Police Dept.- FL who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency

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1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- Changes made by Agency or Agency's vendors

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2. PROFESSIONAL SERVICES:

2.1 GENERAL

- Axon will provide a project manager throughout entire project.

2.2 HARDWARE

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2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

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3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

4.4 PROJECT TIMELINE

- The total delivery is estimated to be 6 - 8 weeks. This timeframe includes all initiation, planning, execution and project close-out activities.

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4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays or major events that may impact the Project.
- Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- Technical Systems Requirements

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5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	Palm Springs PD
By: Signed by: Robert Driscoll 55DAEBB131A4424...	By:
Name: Robert Driscoll	Name:
Title: Deputy General Counsel	Title:
Date: 11/5/2025 | 9:49 AM MST	Date:

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FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Palm Springs Police Dept.- FL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

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Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

The total delivery is estimated to be 18 – 19.5 weeks. From deal closure to initiation of the deployment is estimated to be 15 – 16.5 weeks. All initiation, planning, execution and project close-out activities are estimated to take 3 weeks.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

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AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

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On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

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Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

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The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON:

Axon Enterprise, Inc.

Signed by:
Robert Driscoll
55DAEBB131A4424...

By: _____

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 11/5/2025 | 9:49 AM MST

CUSTOMER:

Palm Springs PD

By: _____

Name: _____

Title: _____

Date: _____

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Axon Fusus Pro Template

Palm Springs PD - FL

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255

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PROJECT OVERVIEW

This Statement of Work outlines the services that Axon will perform for Palm Springs PD. The objective of this project is to successfully deploy and implement Fusus by Axon PRO package, to enhance operational efficiency, improve data management, and support the Agency's community safety initiatives.:

1.1 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency, Customer, You	Refers to the agency or organization that is engaging Axon to provide the services and solutions outlined herein. The Customer is responsible for providing access, information, and the support necessary for the successful execution of the project. Hereafter, the standard term Agency refers to, Palm Springs PD.
End-Users	Specific Agency groups that will use the system.
Professional Services Organization, PSO	The dedicated Axon team partnering with public safety agencies to ensure the successful implementation, integration, and adoption of Axon's technology solutions. PSO provides guidance, project management, technical services, and training to help agencies maximize the value of their Axon products and achieve their operational goals.
We, Us, Axon	Referring to the vendor "Axon" who is responsible for the implementation of the software outlined within the SOW.
Fusus	Referring to the Fusus product line.
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon.
Product	The software solutions being implemented as part of this SOW.
Production Environment	The production environment is the live, operational setting where software, systems, or services are fully deployed and used by end users. It is the final stage in the development lifecycle, where real-time data is processed, and performance, reliability, and security are critical.
Service Portal	An online portal provided by Axon where issues identified are entered and triaged.
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein.

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Project Change Order (PCO)	A formal document used to modify the original terms, scope, timeline, or cost of a project as outlined in this Statement of Work (SOW). It is mutually agreed upon by both parties and ensures that any changes to the project are documented, approved, and implemented in an organized and controlled manner. An example of this documentation can be found as Attachment A to the SOW.
Milestone	Event that constitutes completion of work as listed in Attachment B.
Milestone Completion Report	The formal document verifying the completion of a specific project milestone as defined in the Statement of Work (SOW). It is submitted by the service provider and must be reviewed and approved by the customer to confirm that the agreed-upon deliverables or outcomes for that milestone have been successfully achieved. An example of this report can be found as Attachment B.
ACCEPTANCE	
Blocker	Issue impacting 50% or more users.
Integration Acceptance Testing	Scheduled events for testing each integration point and associated functionality in collaboration with Agency and Agency's vendors.
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency.

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2.0 SCOPE OF WORK

2.1 FUSUS PLATFORM CAPABILITIES

Fusus is a map-based real-time operations platform incorporating a myriad of Customer and Non - Customer owned assets into a single pane of glass to optimize incident response and investigation. The Agency contract for Fusus Pro includes the following platform features:

2.1.a Axon Devices – Access to real-time locations, real-time alerts, and livestreaming in Fusus from any connected Axon device (may require hardware-specific connectivity license), including Axon Body cameras, Fleet 3, and Axon Air drones or counter-drones.

2.1.b Mutual Aid – Ability to share CCTV Camera streams and team Chat between AGENCY and other connected Fusus agencies based on mutual aid agreements between the agencies.

2.1.c Floor Plans – Self-serve capability for the upload, editing, placement and orientation of floor plan images at locations on the Fusus map for increased situational awareness relating to internal and external video. PSO will support the placement of up to 10 Floor Plans as included with the Pro Software Implementation package.

2.1.d Incident Management – Real-time dynamic map overlays to keep your team informed during critical incidents. Incidents can be shared with customizable permissions for editing and viewing and can include a room-clearing feature integrated with Floor Plans to support coordinated response efforts.

2.1.e Overwatch – Ability to locate vehicles and people from one camera to another by identifying cameras in proximity to the current camera view and updating the live view and surrounding cameras as new camera views are selected.

2.1.f Artificial Intelligence Sentry & Search – Object and behavior detections for any cameras connected to Fusus Core AI capable appliances. Object detection includes people and vehicle classifications, and behavior detections includes crowd detection (object counting), and object intrusion detection.

2.2 VIDEO INTEGRATION

Fusus is offering the following plan and hardware package based on the video stream counts, network requirements, and AI usage outlined in Attachment D.

2.2.a Camera Streams –Axon will implement all available streams, up to 3300 total streams. Streams will be configured for live view and tactical recordings.

- ❑ Axon will implement the number of camera streams and locations as outlined in Attachment D. These streams will be ingested from agency owned assets and other entities such as Department of Transportation (DOT), and/or Schools as an example.

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- Axon will implement up to 3 separate camera networks, which may be managed by different teams, departments, or partner organizations. This includes networks not directly controlled by the Agency but made available through interdepartmental collaboration. Each will be approached with an understanding of its unique setup to support effective planning and coordination.
- Agency to provide camera geo-location information and Axon will support map placement of all available cameras, up to a maximum of 3300 during the implementation period. If no geo-location information is available, Axon will provide training to Agency how to perform camera placement and orientation within Fusus.

2.2.b AI Camera Streams – Axon will implement AI camera streams in accordance with the configurations defined in Attachment D (Hardware Specification Sheet) and the accompanying quote. Up to the number of AI-capable streams supported by the purchased hardware will be eligible for AI object detection configuration. The Customer is responsible for identifying which of these streams should be configured. The actual number of AI streams available is contingent on the hardware's capabilities, as not all CORES support AI analytics. Supported AI functionality may vary by configuration type, including crowd detection, zone detection, or wrong-way detection.

2.2.c Remote Configuration of Fusus Core(s) – Axon shall make available an "Axon Fusus Trusted Sites List" document at trust.fusus.com to be implemented by the Customer networking team which will allow the Fusus Core Video devices to communicate to our cloud environments for self-management and video streaming.

- Axon will provide remote support for the installation and setup of Fusus Core hardware devices as outlined in Attachment D.

2.2.d Integration of video feeds – Axon supports direct integration of IP cameras to Fusus Core Devices using industry standard RTSP and OnVIF. Connecting cameras to a Fusus Core through a video management system (VMS) risks limiting functionality.

2.3 MOBILE

Activation is not required to utilize the features outlined below. The Customer only needs to download and install the application on a supported device. Upon installation, the features will be available and functional without the need for additional configuration or manual activation steps for authenticated users.

2.3.a FususOPS™ - Enable authenticated users to view live camera feeds, communicate via chat, receive alerts, and access geolocation and agency-configured data to support situational awareness and incident response.

2.3.b Emergency and Cross-organizational Chat – Enable internal and external public and private chat channels for authenticated users. Chat is used for sharing incident related data including video clips, screenshots, and telestration.

2.3.c Fusus Alert – Enable trusted external authenticated users to submit alerts to Fusus, enabling alert geolocation and automatic docking of nearby camera assets.

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2.4 OTHER INTEGRATIONS

Axon PSO will support implementation of up to 5 integrations, including CAD, from the Fusus Vendor Product List as part of the Pro Software Implementation package, unless otherwise agreed to in writing.

2.4.a Computer-Aided Dispatch (CAD) – Fusus integrates your active calls for service into a single pane of glass, map-based platform to quickly identify and populate live stream video from multiple data sources (mutual-aid, Axon Body and Fleet, and Axon Air if connected) for improved situational awareness, coordination of resources, and monitoring of incidents in real-time.

Axon will integrate with the Agency's CAD as outlined in Section 5.2 of Attachment D.

CAD Integration Methodology:

Fusus CAD integration includes deployment of fully managed on-premise equipment, connecting to a local production or replication database with a read-only SQL user accessing custom tables or views for obtaining incident number, incident type, incident priority, incident status, address, latitude, longitude, caller name, caller phone, assigned units, received time, dispatched time, arrival time, and narrative (optional) OR an existing third-party API integration.

2.4.b Open Ecosystem (3rd Party) - Integrated Devices & Sensors – Axon PSO will support up to 4 additional standard integrations, outside of the CAD integration, from the Fusus Vendor Product List. Any self-service integrations managed by the Agency without Axon PSO support are excluded from the scope of this implementation. These specific integrations are referenced in Attachment D to this SOW.

2.5 COMMUNITY ENGAGEMENT

2.5.a Fusus Registry – Fusus Registry saves time and enables investigations by creating a map of all the public and private security cameras in a location. When an incident occurs, investigators can use the Fusus Registry to easily locate and reach out to all the camera owners in the vicinity to request video footage. Axon will create and configure a camera registry website for the agency to share with the community with customer provided logo, background image, and memorandum of understanding.

2.5.b Fusus Connect Microsite – Development of an agency specific website landing page to assist with building camera registration and integration of community video assets

2.5.c Fusus Connect Caller (price per caller/month) – Axon will provide a dedicated Community Connect Program Advocate (Sales Development Representative) to support the adoption of the Fusus Connect Program. The advocate will conduct outbound phone outreach to businesses within the agency's jurisdiction, promoting the program, assisting with voluntary camera registration, and supporting integration efforts as needed. This service includes three (3) months of outreach and will be provided at no additional cost based on the agency's selected Axon Fusus package.

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2.5.d Community Engagement Materials – Provision of agency-branded marketing materials and templates designed for community engagement. These resources will be supplied to the agency for distribution within the community, ensuring a consistent and professional presentation of the Community Connect Program and enhancing public awareness and participation

2.6 USER MANAGEMENT

Axon provides an integrated user experience with basic permissions mapping through integration between Axon Evidence.com and Axon Fusus. Additional permission groups can be configured and assigned to users within the Fusus User Management interface.

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3.0 IMPLEMENTATION APPROACH

Axon's project team has experience transitioning customers to new platforms, including system set-up, interface set-up, configuration, functional testing, system review, training and go-live.

Axon's project team consists of individuals with experience in policing, as well as experience supporting Police entities worldwide. The extensive experience of our Professional Services Organization (PSO) has led us to develop Axon's Project Management Methodology (PMM). PMM provides a series of roadmaps for personnel to navigate toward a common set of goals as well as project tracking, risk, problem, communication, quality, and change management processes and tools that are key to the successful management of information technology projects.

During the implementation kick-off, the Axon project manager will tailor the deployment methodology to align with the specific objectives and requirements of the Agency. The resulting concepts, tools, and techniques will be shared with each member of the team. This provides the structure, focus, and discipline to successfully deliver a project of this size and complexity.

The key to the PMM's success is its use of continuous quality management, which includes two levels of quality assurance throughout the project. First is the quality assurance of project deliverables.

Our project managers are responsible for verifying that each project deliverable meets the requirements of the contract and that the appropriate reviews/inspections are performed by the Agency. Most importantly, our project manager will confirm that any issues are addressed in a timely and appropriate manner.

3.1 EXECUTION AND DEPLOYMENT

3.1.a Project Kickoff – After contract execution and a signed SOW, the Axon project coordinator will schedule a kickoff to introduce the implementation approach and key members to the Agency's project team.

3.1.b Project Discovery – This post sale action is where Axon collaborates with the Customer to gather detailed requirements, confirm project scope, and assess the current environment. This phase ensures alignment of goals, identifies potential risks or constraints, and lays the foundation for a successful software deployment by defining a clear implementation plan tailored to the agency's needs.

3.1.c Business Process Review - Axon will assign a solution architect (SA) to the Agency's project who will ensure the project has all the specified data elements accounted for and understood.

3.1.d Process Assessment and Workflow Analysis - Axon's SA will review workflows with key Agency stakeholders and Axon project team to ensure the Statement of Work (SOW) and intended software workflows support and help improve the Agency's business processes.

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3.1.e System Build – Configuration of the Agency environment with necessary integrations, hardware, and software for development and testing. This phase includes database and server setup to support subsequent Test and Training phases.

3.1.f Test – Axon will collaborate with the Agency to develop and refine an agreed upon Acceptance Test Plan (ATP). The joint project teams will conduct functional, interface, integration, and Final Acceptance Testing. Test phases and details will be finalized during the deployment process.

In addition to Functional Testing, Acceptance Testing may include the following:

- ❑ Test Plan and Test Script Development
- ❑ Interface Testing
- ❑ Integration Testing
- ❑ Final Acceptance Testing

3.1.g Training – The Fusus Training process was developed to build solid foundations and promote effective system adoption. Training will take place at various points throughout the deployment in your Fusus environment; this aims to support interactive learning. Please see the below for specific modules:

3.1.g.1. Foundational Knowledge Development (User Management & Basic Training)

- ❑ Objective: Equip the core project team with essential skills in user management and basic system functionality to establish a solid understanding of the platform.
- ❑ Modules:
    1. System Orientation: Overview of the platform, navigation basics, and understanding core features.
    2. User Management: Training in creating, editing, and maintaining user accounts, including assigning roles and profiles.
    3. Basic User Training: Introduction to day-to-day system use, troubleshooting common issues, and promoting self-sufficiency.
- ❑ Outcome: Core team members develop confidence in using the platform and supporting basic user needs.

3.1.g.2. Advanced Training (Administrative Maintenance and Permissions)

- ❑ Objective: Deepen the core team's knowledge, focusing on system administration, maintaining data integrity, and managing access controls.
- ❑ Modules:
    1. System Administration Basics: Overview of backend functionalities, including system updates and reporting tools.
    2. Permissions Management: Detailed training on role-based access controls, auditing user permissions, and compliance best practices.

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3. Maintenance Protocols: Establishing routines for system monitoring, troubleshooting, and escalation pathways.

- ❑ Outcome: Core team is empowered to manage and administer the system effectively, ensuring alignment with agency policies and security protocols.

3.1.g.3. Agency-Wide Basic User Training

- ❑ Objective: End user-focused e-learning training accessible across the organization, ensuring all staff are comfortable with day-to-day platform usage.
- ❑ Training Modules:
  1. Introduction to the System: General overview tailored to basic users, emphasizing ease of use and key features.
  2. Role-Specific Functionality Tutorials: Custom training aligned to job functions, ensuring relevance and immediate applicability.
  3. Complimenting the Axon Family of Devices: Familiarization with how your Axon devices can be leveraged in the real-time operations center.
  4. Support Resources: Familiarization with helpdesk workflows, knowledge bases, and escalation paths for unresolved issues.
- ❑ Outcome: A well-trained workforce capable of utilizing the system efficiently in their daily roles, supported by a skilled core project team.

3.1.h Go-Live – After completing all project phases, Axon and the Agency will agree on a go-live date.

3.2 PHASED DEPLOYMENT

We will deploy Fusus in two phases, allowing the Agency to establish its system, refine its standard operating procedures, and gain hands-on experience for a smooth transition. The table below outlines our best practices for deployment.

TOPIC	SIGNIFICANCE
PHASE 1: ACTIVATE FUSUS AND CONNECT FIRST CAMERAS	
Project Kickoff	Confirmation of Agency's Strategic Objectives; establishment of the Fusus instance and critical Axon family of devices integrations.
Community Engagement	Community Engagement is the bedrock of a successful RTCC. The Axon Connect Team will provide best practices and the essential support to establish a successful community network, increasing an Agency's ability to solve crimes expediently.

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Hardware	Ability to support connecting to critical camera streams managed by inter-Agency IT, Agency resources, or donor sites. When the Agency can proactively provide all camera connectivity details prior to deployment (make/model, password, etc.) we can establish connectivity, displaying up to 100 video streams into your single pane of glass. Allowing you to have “eyes on” without requiring an in-person officer.
Mutual Aid	Establishing mutual aid agreements enhances capabilities by providing access to additional resources and personnel during emergencies, improving response times and officer safety. It promotes cost efficiency through resource sharing and ensuring operational continuity during high-demand situations. Additionally, mutual aid fosters inter-Agency collaboration, strengthens community trust, and enables a unified approach to regional crime prevention.
User Management	Increases adoption, efficiency, and security by ensuring users understand platform capabilities, best practices, and compliance requirements. This leads to improved productivity, reduced support costs, and maximized ROI.

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PHASE 2: COMPLETE FUSUS DEPLOYMENT	
Single Sign On	SSO enhances security, user convenience, and operational efficiency by allowing users to access multiple systems with a single set of credentials. Additionally, SSO strengthens compliance by providing centralized access control and audit capabilities.
CAD Integration	Integrating a Computer-Aided Dispatch (CAD) system into Fusus provides law enforcement agencies with real-time situational awareness by combining live dispatch data with video and other intelligence sources. This integration enhances operational efficiency by enabling faster, data-driven decision-making, improving response times, and optimizing resource allocation. Additionally, it strengthens officer safety and community security by providing a unified view of incidents, ensuring better coordination and proactive policing.
Remaining Hardware	Integrate and aggregate video and data feeds from various sources, such as security cameras, sensors, and other digital assets, into your Fusus platform. Enable real-time situational awareness by securely collecting, processing, and transmitting critical information to command centers and field personnel.
Deeper Integration	Connecting 3P systems to Fusus increases situational awareness and reduces the need to monitor multiple platforms.
Connect Program	Delivery of a public facing portal allows the average citizen to efficiently join your community engagement initiative and provide access to their camera feeds. This further strengthens community network.
Agency Wide Training	We leverage the power of e-learning to deliver timely, engaging training directly to users, empowering officers to train on demand and at their convenience. This flexibility enables them to retain critical content more effectively, improving readiness and performance while aligning with their operational schedules
Basic User Training	We leverage the power of e-learning to deliver timely, engaging training directly to users, empowering officers to train on demand and at their convenience. This flexibility enables them to retain critical content more effectively, improving readiness and performance while aligning with their operational schedules.

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3.3 PROJECT TIMELINE

Our standard implementation approach is scoped at approximately 10 months; however, through strategic staging and phased deployment, the City can begin realizing value almost immediately. For example, in the initial weeks following contract award, the City's existing Axon assets — body-worn cameras and connected alerts — can be onboarded into the Fusus platform, providing immediate situational awareness. From there, the City controls the pace of broader integrations, with agencies that move proactively often completing full implementation in as little as 6–9 months.

3.4 ACCEPTANCE CRITERIA

Our flexible subscription plans enable customers to purchase their software suite now and implement over an extended period. This promotes continuous improvement and provides agencies with the ability to align resources with their operational needs, facilitating a seamless transition while maximizing system adoption. As a result, implementation of the following will define deployment completion for a Fusus Pro subscription:

Total Number of Integrations	# of Floor plans included	# of cameras oriented/placed	Axon Core Installations	Training
- (5) total Integrations to include CAD from the Axon Fusus catalog of supported integrations. This does not include self-serve integrations deployed by the Customer. - Non-Standard integrations are those not currently supported in the Axon Fusus integrations catalog and require add-on services be purchased, if mutually agreed upon.	- Axon will complete up to, but not to exceed, 10 floor plans as included in the scope of this package. - Any floor plans needed above and beyond the 10 will need to be completed utilizing the self-service functionality.	- Axon will support the placement of up to two-thirds (2/3) of the total number of camera streams purchased, not to exceed 3,300 cameras, as included in the scope of this package. - Additional camera placements and orientations will need to be completed utilizing the self-service functionality. ***Requires agency to provide camera map or lat/long locations***	- Purchase of Axon Fusus PSO Hardware Deployment SKU - The qty of this SKU entitles the Agency to equal onsite core installation(s). **Example: if (3) SKUs purchased, Axon will install (3) Cores for Customer* **** Upon installation of cores, no formal acceptance will be sent. However, it will be construed as the core being installed and camera feeds visible online in Axon Fusus.***	- Required – Standard Offering (Virtual)

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Necessary SKUs to support a Fusus Pro Implementation:

- ❑ Standard Fusus PSO
- ❑ Ala carte Integration - opt. add on *
- ❑ Ala carte stream count & floor plans *
- ❑ Advanced onsite training - opt. add on for 300+ officers*

*Note: * Denotes optional SKUs if Agency requires additional support*

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4.0 IMPLEMENTATION TEAM

Axon's project team will include an executive sponsor, a project coordinator, a technical project manager, a business analyst, a solution architect, and a customer success manager.

AXON TEAM

- Executive Sponsor: Oversees implementation and reports progress to Axon executives.
- Project Coordinator: Serves as the primary point of contact, during the Fusus activation.
  - ❑ Leads the Fusus activation and supports the Agency in connecting ≤ 100 CCTV streams under pre-defined conditions.
- Facilitates Agency engagement with FususCONNECT program Coordinators to share RTCC best practices.
  - ❑ Manages project transition to Customer Success and Tech Support post core functionality establishment.
- Technical Project Manager: Oversees the successful completion of the Fusus deployment.
  - ❑ Manages all aspects of complex enterprise SaaS deployments, ensuring milestones, deadlines, and documentation align with Customer acceptance.
  - ❑ Responsibilities:
    - Develop customized deployment and go-live project plan.
    - Ensure the project stays on schedule, holding Axon and agency resources accountable.
    - Maintain clear expectations throughout the deployment.
    - Contribute to program scope and objectives alignment.
    - Oversee change management activities with Customer and internal teams.
    - Execute deployment plan and lead discussions on new requests or changes
    - Support quality assurance and testing of the Fusus environment.
    - Address training questions and troubleshooting of Fusus features.
    - Manage user permissions and provide virtual training.
    - Facilitate transition to Customer Success and Tech Support post go-live.
- Business Analyst: Responsible for supporting the project deployment.
  - ❑ Will lead aspects of the deployment and is responsible for timely execution to support the overall project schedule.
  - ❑ Responsibilities:

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- Execute to the established deployment plan.
    - Ensure the project remains on schedule, supporting the timely configuration of the Fusus system.
    - Lead/ support trade-off discussions when new requests or changes arise.
    - Support and/ or lead user management, permissions, and virtual training as necessary.
    - Support quality assurance, testing, and troubleshooting of Fusus environment.
- Solution Architect: Technical lead on the project and responsible for the development and execution of technical initiatives affecting other teams.
    - ❑ Responsibilities:
        - Confirm SOW scope and timeline estimates.
        - Create the project plan.
        - Refine the requirements and approach for all integrations and data conversions.
        - Agency liaison to troubleshoot with product and tech support.
- Ensure Axon tech support has all needed project information.
- Fusus Connect Program Coordinator: Axon-dedicated point of contact responsible for collaborating with the Customer to design, implement, and promote a community safety initiative, fostering mutually beneficial partnerships within the private sector.
- Drives the sustainable growth and scalability of the FususCONNECT program, equipping the Agency to independently manage and expand the initiative across its jurisdiction.
    - ❑ Responsibilities:
- Collaborate with the Agency to define and implement a tailored community safety initiative, ensuring alignment with Agency priorities, optimizing available resources, and addressing operational requirements to guarantee long-term effectiveness and scalability.
    - Serve as the primary liaison between the Agency and private sector partners, facilitating the seamless integration of compatible camera systems into the Fusus instance.
    - Oversee the deployment of third-party resources, coordinating with tech support to ensure the successful installation and configuration of core devices at private sector locations.
    - Guide the Agency in the creation of a customized, Agency-branded microsite to drive program participation and community engagement.

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- Partner with internal Axon teams to develop and execute targeted promotional strategies designed to engage the community and accelerate program adoption.
- Educate the Agency on industry best practices, providing the tools, resources, and knowledge required to independently manage, scale, and sustain the program with long-term success.

- Customer Success Manager – Serve as the Agency's advocate and champion post-implementation assisting with any ongoing strategic needs

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5.0 TECHNICAL SUPPORT

Axon has a full customer support division; live phone support is available 24 hours a day, seven days a week. For technical or Customer Support assistance, you may contact a customer service representative at 844.226.9226 (option 2), or via email at helpdesk@Fusus.com. Online, email -based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon Ecosystem.

Upon project completion, the Technical Project Manager (TPM) will lead a formal handoff to the Customer Success Manager (CSM) with the Customer present. This ensures all stakeholders are aligned on the project's current state and establishes a clear plan for ongoing support and success.

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TERMS AND CONDITIONS

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON:

Axon Enterprise, Inc.

By: Signed by: Robert Driscoll 55DAEBB131A4424...

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 11/5/2025 | 9:49 AM MST

CUSTOMER:

Palm Springs PD

By: _____

Name: _____

Title: _____

Date: _____

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ATTACHMENT A – PROJECT CHANGE ORDER

Date:	
Description of change to Axon product or service:	
Change Order Details:	
AXON: Axon Enterprise, Inc.	CUSTOMER: Palm Springs PD
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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ATTACHMENT B – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Palm Springs PD:

- ❑ User Acceptance Testing (UAT) 1
- ❑ Activation Complete
- ❑ User Acceptance Testing (UAT) 2
- ❑ Fusus Deployment Complete

Date services were completed on:

_____ day of _____ , 20 ___

Today's date: _____

Agency name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____

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ATTACHMENT C – FINAL MILESTONE COMPLETION REPORT (MCR)

For in-flight Fusus customers only (prior to 6/1)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the Fusus project between by Axon and Palm Sprins PD:

- ❑ Final Acceptance

Date services were completed on:

_____ day of _____ , 20 ___

Today's date: _____

Agency name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____

Docusign Envelope ID: F2A1A975-ED85-4EBA-A8C9-8A4074F8C4DF

ATTACHMENT D – FUSUS QUALIFIER SUMMARY – Palm Springs Police Department

This document outlines the agency-specific requirements and expectations for the Fusus implementation at Palm Springs Police Department. It serves as a foundational reference for scoping, solution alignment, and execution planning. The details captured herein reflect the agency's current technology environment, intended use of Fusus capabilities, integration needs, and deployment considerations. This Qualifier ensures that all stakeholders have a clear, shared understanding of the operational and technical context prior to formalizing the Statement of Work.

1. Basic Agency Information

a. Customer State: Florida
a. Current Axon Technology: No - They use a competitor solution
b. Current Respond Status: No
c. Agency Tier: 1-122

2. Fusus Subscription Overview

a. Package Level: Fusus PRO
b. Fusus Licenses (PUPM): 50
c. Streams Included with Tier: 150
d. Streams Added A La Carte: 0
e. Total Streams Purchased: 150

3. Phase 1 – Video Integration

a. Agency-Controlled Networks:
    - Facilities Network: City Rhombus System (125) – Cloud Based on City Network
    - Streets Network: Not Specified
b. Agency-Sponsored Donor Sites: Not Specified

4. Phase 2 – Video Integration

a. Agency-Controlled Networks:
    a. Facilities Network (Remaining): Not Specified
b. Additional Controlled Networks: Not Specified

5. Technology Stack & Integration Expectations

1. Mutual Aid Agencies: Palm Beach County Sheriff, Lantana PD, West Palm Beach PD
2. Computer-Aided Dispatch (CAD):
    a. Vendor: Tac10, Global Software Corp.

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b. Deployment: Self-Managed (Vendor completes work), CAD is completely cloud based

3. Automatic Vehicle Location (AVL):
   a. Axon Fleet3
4. Expected ALPR Integrations:
   a. Flock ALPR
5. Expected Drone Integrations:
   a. Skydio (not via DroneSense/AIR)
6. Standard Integrations Expected:
   a. 3SI (GPS Trackers)
   b. RapidSOS (caller location)
   c. SoundThinking/ShotSpotter (Gunshot Detection)
   d. Saferwatch (Panic Alert System)
7. Additional Promised Integrations:
   a. Not Specified

AXON:	**CUSTOMER:**
Axon Enterprise, Inc.	Palm Springs Police Department
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Palm Springs Police Dept.- FL who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency

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1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- Changes made by Agency or Agency's vendors

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2. PROFESSIONAL SERVICES:

2.1 GENERAL

- Axon will provide a project manager throughout entire project.

2.2 HARDWARE

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2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

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3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

4.4 PROJECT TIMELINE

- The total delivery is estimated to be 6 - 8 weeks. This timeframe includes all initiation, planning, execution and project close-out activities.

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4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays or major events that may impact the Project.
- Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- Technical Systems Requirements

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5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON:	**CUSTOMER**:
Axon Enterprise, Inc.	Palm Springs PD
By: Signed by: Robert Driscoll 55DAEBB131A4424...	By:
Name: Robert Driscoll	Name:
Title: Deputy General Counsel	Title:
Date: 11/5/2025 | 9:49 AM MST	Date:

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FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Palm Springs Police Dept.- FL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

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Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

The total delivery is estimated to be 18 – 19.5 weeks. From deal closure to initiation of the deployment is estimated to be 15 – 16.5 weeks. All initiation, planning, execution and project close-out activities are estimated to take 3 weeks.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

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AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

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On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Docusign Envelope ID: F2A1A975-ED85-4EBA-A8C9-8A4074F8C4DF

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

Docusign Envelope ID: F2A1A975-ED85-4EBA-A8C9-8A4074F8C4DF

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON:

Axon Enterprise, Inc.

Signed by:
Robert Driscoll
55DAEBB131A4424...

By: _____

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 11/5/2025 | 9:49 AM MST

CUSTOMER:

Palm Springs PD

By: _____

Name: _____

Title: _____

Date: _____

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, world-wide an estimated 40.8 million people are living with HIV, and an estimated 1.3 million new infections occurred in 2024, which is an estimated 3,500 new infections every day; and

WHEREAS, world-wide an estimated 13% of persons with HIV (PWH) don't know their status and only an estimated 77% of PWH who need life-saving antiretroviral therapy (ART) are currently accessing those medications; and

WHEREAS, the global spread of HIV necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV; and

WHEREAS, the Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as **"World AIDS Day"**, and leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS-related deaths; and

WHEREAS, the 95-95-95 ambitious global plan to help end the AIDS epidemic has set its targets for 2030, that 95% of all PWH will know their HIV status, 95% of all people with diagnosed HIV will receive sustained ART, and 95% of all people receiving ART will have viral suppression; and

WHEREAS, clinical evidence has firmly established that PWH who achieve and maintain an undetectable viral load by taking ART daily as prescribed cannot sexually transmit the virus to others, and this is known as U=U, or Undetectable=Untransmittable; and

WHEREAS, the global World AIDS Day theme for 2025 will emphasize that fighting stigma and discrimination and ensuring equity and access to care are vital to ending the epidemic; and

WHEREAS, in Palm Beach County more than 9,175 persons are living with HIV and the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

NOW, THEREFORE, I BEV SMITH, Mayor of the Village of Palm Springs, do hereby proclaim **"World AIDS Day"** on December 1, 2025; and urge all residents of the Village of Palm Springs to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge and urge residents to join the global effort to prevent further spread of HIV/AIDS.

In witness whereof I have herunto set my hand and caused the seal of this city to be affixed

SEAL

Mayor _____

Date _____

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Planning, Zoning & Building

ITEM #18: Ordinance No. 2025-11 - Comprehensive Plan Amendment — Urban Village Overlay

SUMMARY: Village staff is proposing text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in vertically mixed-use (re)development projects.

The original focus of the proposed overlay was to establish form-based code provisions to create a "main street" development pattern along 2nd Avenue North to implement the "South Village" vision. The Overlay provides 1) development standards to create a setting of buildings oriented towards 2nd Avenue North with pedestrian amenities, including outdoor seating and pocket parks, and 2) use requirements to activate the ground-floor with restaurants, shops and personal services.

In recognition of other opportunity sites within the Village, the draft provisions were expanded with two other sub-districts: one oriented to larger properties or assemblages of 15 acres or more (the "Urban Renewal" sub-district), and one oriented to smaller infill parcels of 5 acres (the "Urban Mixed Use Commercial" sub-district. The Urban Renewal sub-district targets development of sufficient size to create a stand-alone project that is designed to create open spaces, pedestrian areas and connectivity between buildings. Local examples of a redevelopment project developed pursuant to the Urban Renewal Code allowance are Renaissance Commons in Boynton Beach or Downtown at the Gardens in Palm Beach Gardens. The Urban Mixed Use Commercial District targets infill parcels that are developed with a single mixed-use building with activated ground-floor uses.

The Urban Village Overlay is applicable to properties within the Commercial Renewal land use category, and select parcels are being designated with the Overlay at this time (see Map FLU 2.4.9). Within the proposed land development regulations (which is the subject of another agenda item), sub-districts are assigned to the Overlay parcels. The property owners/developers of parcels designated with the Overlay may voluntarily "opt in" to the form-based code provisions outlined to encourage vertically-integrated mixed-use projects, or they may continue to follow the provisions of the Commercial Renewal district.

If a property owner/developer chooses to utilize the Overlay, the development standards of the Overlay prevail over the standards of the underlying Commercial Renewal zoning district, and in exchange for building vertically-integrated mixed-use projects, bonus density/intensity may be granted without the need for a comprehensive plan amendment.

At the September 25, 2025, Community Redevelopment Agency meeting, Village Consultant, Kevin Crowder, BusinessFlare, presented the findings of the Economic Feasibility Analysis performed for South Village and the other key opportunity sites, which identified market support for the proposed

increases in density and intensity.

Note: Notifications were mailed to all property owners within the proposed sub-districts on October 29, 2025.

The proposed ordinance will be considered for 1st reading by the Village Council during their November 13, 2025, meeting.

FISCAL IMPACT:
Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

ATTACHMENTS:
1. Business Impact Statement Ordinance No. 2025-11
2. Proposed Ordinance No. 2025-11- Text Amendment - Comprehensive Plan - Urban Village Overlay
3. Exhibit "A" - Urban Village Overlay - Comprehensive Plan Amendment
4. Exhibit "A" Continued: Proposed Map - FLU Map 2.4.9 Urban Village Overlay
5. Public Hearing Notification - Village of Palm Springs

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance title:

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT, SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, BY AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT TO CREATE THE "URBAN VILLAGE OVERLAY" AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
Village staff is proposing text amendments to the Future Land-Use Element to establish an Urban Village Overlay to generate optional performance-based incentives to promote pedestrian-oriented design in vertically mixed-use (re)development projects.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:
Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing allowances under this new overlay district is expected to increase the Village's property tax revenue.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None are proposed by the subject ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None are proposed by the subject ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed amendments do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

None

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS IN ACCORDANCE WITH THE COMMUNITY PLANNING ACT, SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, BY AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT TO CREATE THE "URBAN VILLAGE OVERLAY" AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT, SEVERABILITY, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted a Comprehensive Plan ("Plan") pursuant to the "Community Planning Act" ("Act"); and

WHEREAS, the Plan has been determined to be in compliance with the provisions of the Act; and

WHEREAS, the Village desires to create a "Urban Village Overlay" in the Future Land Use Element of the Plan at Objective FLU 2.4, "Overlays", to provide incentives for vertically-integrated mixed-use development projects with a Commercial Renewal land use designation; and

WHEREAS, pursuant to the Act, all amendments to the Plan must be adopted in accordance with detailed statutory procedures; and

WHEREAS, the Village's Local Planning Agency ("LPA") has considered this proposed amendment at a duly advertised meeting and has recommended that the Council adopt the Plan amendment as set forth in the attached **Exhibit "A"**; and

WHEREAS, the Village has provided all required public notices, held all required public hearings, both prior to transmittal and submission of the proposed Plan amendment to the Department of Commerce and after the proposed Plan amendment was returned to the Village for adoption in accordance with the Act; and

WHEREAS, the Village Council of the Village of Palm Springs finds amending the Plan as set forth in Exhibit "A" will allow for more flexibility in the development of vertically-integrated mixed-use development projects and is not a more restrictive or burdensome amendment to the Plan; and,

WHEREAS, the Village Council of the Village of Palm Springs finds amending the Plan as set forth herein and Exhibit "A" serves a valid public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE

VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are incorporated into this Ordinance as true and correct findings of the Village Council of the Village of Palm Springs.

Section 2. The Village Council hereby amends the Plan to create the "Urban Village Overlay" in the Future Land Use Element's Objective FLU 2.4, "Overlays", which amendment is set forth in **Exhibit "A**", attached hereto and incorporated into this Ordinance as a part hereof. A copy of the Plan and Exhibit "A" are on file in the office of the Village Clerk.

Section 3. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 4. After first reading, the Village Clerk is hereby directed to transmit this Ordinance and all supporting information as a Plan amendment to the Department of Commerce and other reviewing agencies within ten (10) working days in accordance with Section 163.3184, Florida Statutes. If the Village Council approves this Ordinance on second reading and adoption, the Village Clerk is hereby directed to transmit this Ordinance and all supporting information as a Plan amendment to the Department of Commerce and any other agency that provided comments within thirty (30) working days in accordance with Section 163.3184, Florida Statutes.

Section 5. Repeal of Conflicting Ordinances. All ordinances, resolutions, or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 7. Effective Date. The effective date of this Plan amendment shall be in accordance with Section 163.3184, Florida Statutes; however, not later than thirty-one (31) days after the Department of Commerce has received the completed Plan amendment package. No development order, development permits, or land uses dependent on this Plan amendment may

be issued or commenced before the Plan amendment has become effective.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
KIM SCHMITZ, VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JOHNNIE TIECHE, COUNCIL MEMBER	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____
BEV SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
CHRISTY GODDEAU, VILLAGE ATTORNEY

EXHIBIT "A"

URBAN RENEWAL OVERLAY WITH MAP

(Total two (2) pages)

Ordinance No. 2025-11
EXHIBIT “A”

URBAN VILLAGE OVERLAY

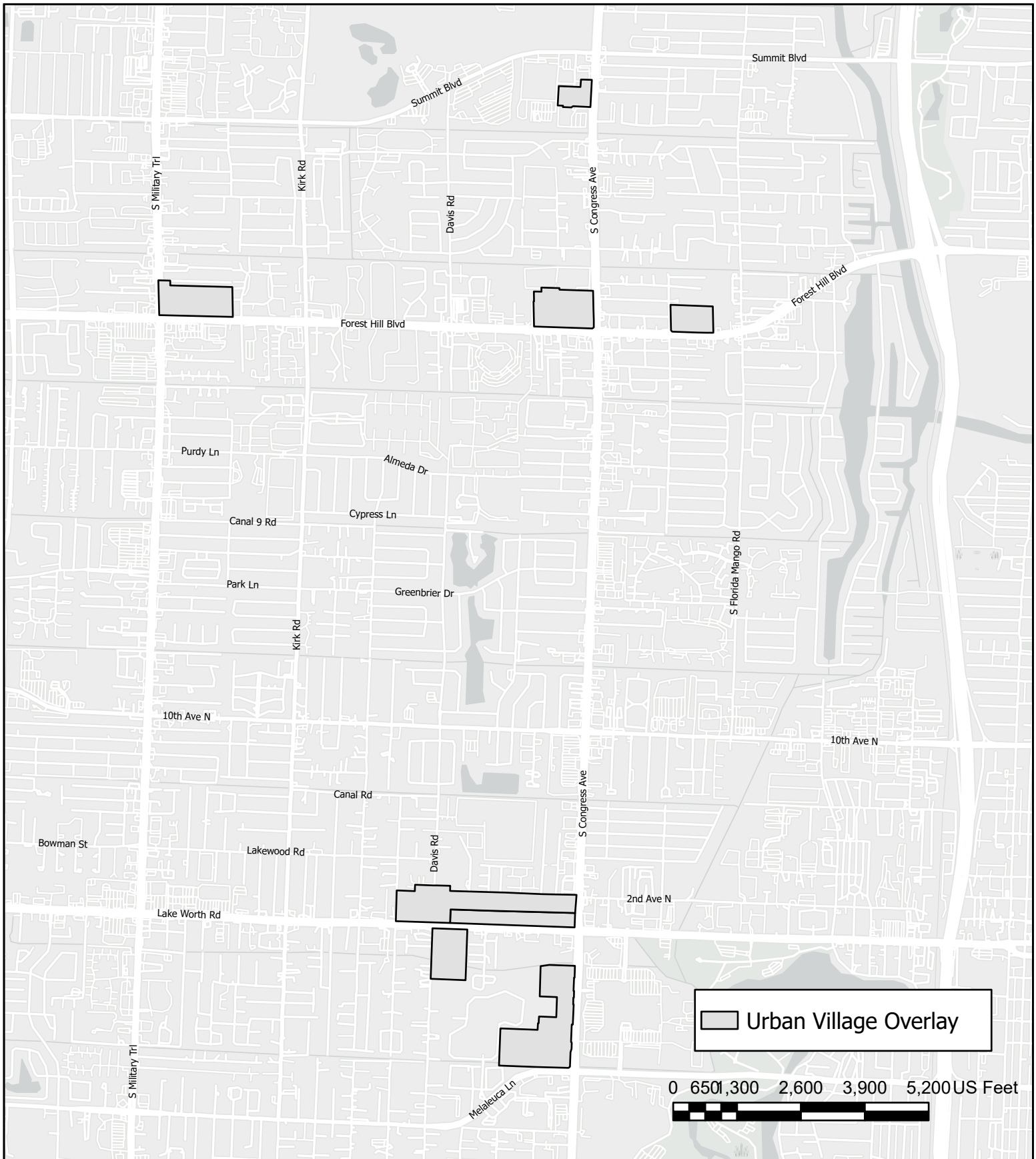
Policy 2.4.9 – The Village of Palm Springs shall establish the Urban Village Overlay on key opportunity sites with the Commercial Renewal future land use designation, as displayed on Map FLU 2.4.9, to provide an incentive for vertically-integrated mixed-use development projects.

Policy 2.4.10 – The Village of Palm Springs may grant a density and/or intensity bonus for redevelopment projects that comply with the form-based land development standards of the Urban Village Overlay, without the need for a future land use map amendment. Compliance with the Urban Village Overlay provisions are on an “opt in” basis and require voluntary compliance with the building design, public realm, permitted uses, and parking/mobility requirements of the applicable sub-district.

Village of Palm Springs

Urban Village Overlay

FLU Map 2.4.9



Palm Springs Village - Legal Notice

10/29/2025 8:31 AM (EDT)

Submitted by Andrea Medero (amedero@vpsfl.org)

Legal Notice

Please choose a category	Public Hearing - Palm Springs Village
Title	Ordinance No. 2025-11 - Comprehensive Plan Amendment - Urban Village Overlay
Publish Date	10/29/2025
Publish Time	12:00 PM (EDT)
Description	Ordinance No. 2025-11 AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS IN ACCORDANCE WITH THE COMMUNITY PLANNING act, sections 163.3161, et. seq., Florida statutes, BY AMENDING the text of the future land use element to create THE “URBAN VILLAGE OVERLAY” AS SET FORTH IN EXHIBIT “A”; providing for TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR repeal of all ordinances in conflict, severability, an effective date, and for other purposes. Wednesday, November 12, 2025, at 6:30 p.m. by Planning & Zoning Board. Thursday, November 13, 2025, at 6:30 p.m. by Local Planning Agency and (First Reading) Thursday, November 13, 2025, at 6:30 p.m. by the Village Council, after LPA Meeting by the Village Council.
Attach Files (Optional)	Public Hearing Notification - Ordinance No. 2025-11- Village of Palm Springs (1).doc
Submitted by (Email Address)	amedero@vpsfl.org
Notifications	No
Signature	

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Administration

ITEM #19: Ordinance No. 2025-12 - Code Amendment - Chapter 34, Land Use - Urban Village Overlay

SUMMARY: The Village adopted revisions to the Land Development Regulations in June 2025 as a result of the Evaluation and Appraisal Report (EAR)-based comprehensive plan amendments and the "visioning" effort. At the public hearing for these code changes, the Village Council heard from a land use attorney who stated that the code provisions did not go far enough to allow the development depicted in the visioning perspectives to be realized.

The proposed code amendments, the Urban Village Overlay, provide form-based development regulations that a developer may opt to follow in exchange for additional (bonus) density and intensity, if they build vertical mixed-use projects that conform to the vision. Staff is proposing that the Urban Village Overlay be assigned to key opportunity sites as a pilot project, but it may be expanded to other properties designated with the Commercial Renewal category as development interest grows.

The Urban Village Overlay provides for:

- The designation of three sub-districts with varying code requirements for each: 1) South Village District, 2) Urban Renewal District, and 3) Urban Mixed-Use Commercial District
- Building placement within 15' - 20' of the principal street within the South Village and Urban Renewal districts
- Ground floor nonresidential uses with outdoor activity areas (outdoor seating, restaurant table service, etc.)
- No less than 5% of the site area provided as publicly accessible civic space integrated into the project (plazas, civic greens, pocket parks, etc.)
- Structured parking is expected with ground floor nonresidential uses or with habitable space lining the garage.
- 8 stories or 110' in height
- A list of permitted (and prohibited) uses that differ from the Commercial Renewal zoning district
- Reduced parking requirements in consideration of the vertically-integrated mix of uses

Staff has provided these draft provisions to the development community for review and comment, and the provisions have been revised to address their input. The proposed ordinance was considered by the Planning & Zoning Board at its November 12, 2025, meeting and its recommendation will be shared at the Village Council meeting.

If approved on 1st reading, the proposed ordinance will be considered for the 2nd and final reading by the Village Council after adoption of the associated comprehensive plan amendment.

FISCAL IMPACT:

Adoption of revised land development regulations will provide additional incentive to facilitate redevelopment of underutilized and antiquated properties, resulting in an increase in the property valuation.

ATTACHMENTS:

1. Ordinance No. 2025-12 - Code Amendment - Chapter 34 - Urban Village Overlay
2. Proposed Map II.1 - Urban Village Overlay with sub-districts
3. Visioning Isometric Renderings
4. Public Hearing Notice Ordinance 2025-12 - Palm Beach County Legal Notice

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance's title:

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES TO PROVIDE ADDITIONAL INCENTIVES FOR REDEVELOPMENT BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE IV "LAND USE", DIVISION 7, "SUPPLEMENTAL REGULATIONS", TO ADD A NEW SUBDIVISION XXVIII "URBAN VILLAGE OVERLAY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends the Village' comprehensive plan to add a new Urban Village Overlay and designate certain properties within the Commercial Renewal land use category.

Property Owners/Developers may “opt-in” to utilize the proposed Urban Village Overlay provisions, or may follow the existing Commercial Renewal zoning district provisions. The form-based code provisions proposed for the Urban Village Overlay are proposed for inclusion in the land development regulations. Property owners/developers who voluntarily choose to follow the provisions of the Overlay may be granted bonus density/intensity without the need for a comprehensive plan amendment.

Adopting this ordinance will facilitate the redevelopment of underutilized or obsolete properties and increase valuation of these properties. The proposed ordinance serves the public by:
- Providing safety from natural disasters and hazards.
- Providing privacy, light, and air for residents.
- Preventing land overcrowding and protecting neighboring property owners.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

None

(a) An estimate of direct compliance costs that businesses may reasonably incur:

None

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None

(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new charges or fees that will be imposed on businesses by the subject of ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed Urban Village Overlay does not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

The Village Council will consider the proposed ordinance at its First Reading during their November 13, 2025, meeting.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES TO PROVIDE ADDITIONAL INCENTIVES FOR REDEVELOPMENT BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE IV "LAND USE", DIVISION 7, "SUPPLEMENTAL REGULATIONS", TO ADD A NEW SUBDIVISION XXVIII "URBAN VILLAGE OVERLAY"; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs, Florida (the "Village") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Village has heard from the development community that additional flexibility in land development regulations is desired; and

WHEREAS, it is determined that additional allowances are desired in the Commercial Renewal zoning district to facilitate redevelopment; and

WHEREAS, this proposed ordinance modifies the development standards for mixed-use developments within the Commercial Renewal zoning district; and

WHEREAS, the Village Council has reviewed the recommended revisions and has determined that it is in the best interest of the public health, safety and general welfare of the Village to adopt this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA THAT:

Section 1. The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the Village of Palm Springs.

Section 2. Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental Regulations" is hereby amended to add a new Subdivision XXVIII "Urban Village Overlay" to read as follows:

Subdivision XXVIII. - URBAN VILLAGE OVERLAY

Sec. 34-1325.10. SECTION I: INTENT AND PURPOSE

The purpose of the Urban Village Overlay is to establish optional performance-based incentives that will guide the physical development and redevelopment of select properties designated with the Commercial Renewal future land use category, consistent with the Village Council's objective to achieve active, mixed-use growth areas along the Village's commercial corridors The intent of this Overlay is to:

A. **Provide Incentives.** Provide unlimited density and intensity allowances as an incentive for implementing the Village and CRA vision on select properties designated with the Commercial Renewal future land use category.
B. **Encourage Mixed-Use Development.** Promote a balanced integration of residential, retail, office, civic, and other compatible uses within compact, walkable blocks.
C. **Promote Pedestrian-Oriented Design.** Establish building form, frontage, and streetscape standards that prioritize the comfort, safety, and accessibility of pedestrians, and that support active ground-floor uses and high-quality public spaces.
D. **Strengthen Community Character.** Ensure that new development and redevelopment contribute to a cohesive urban form that reflects the Village's identity, while allowing for architectural diversity and design innovation.
E. **Facilitate Lot Assembly.** Encourage the consolidation of smaller parcels into development sites of sufficient size and configuration to support cohesive redevelopment, efficient site design, and the creation of a walkable downtown environment**.**
F. **Encourage Redevelopment of Underdeveloped Sites.** Promote the reinvestment and revitalization of underutilized or underdeveloped parcels
G. **Provide Clarity and Predictability.** Establish clear, objective, and enforceable regulations for property owners, developers, and the community, thereby reducing uncertainty in the development process and ensuring outcomes consistent with the vision.

These provisions are adopted pursuant to the Village's home rule powers and applicable state law, and shall serve as the primary regulatory framework governing form, scale, and character of development within the Urban Village Overlay prevailing over underlying Commercial Renewal zoning regulations. This Code is further intended to implement the goals, objectives, and policies of the Village of Palm Springs Comprehensive Plan, and to carry out the redevelopment vision, priorities, and strategies established in the Palm Springs Community Redevelopment Area (CRA) Plan.

Sec. 34-1325.11. SECTION II. REGULATING PLAN

A. Subdistricts – See Map II.1

1. **South Village District (SoVi).** 2nd Avenue North towncenter area with active ground-floor uses, mixed-use mid-rise buildings.

   Intent: The South Village District consists of compact, pedestrian-oriented urban form. The mix of uses establishes a recognizable towncenter and destination for shops, restaurants, personal services and active commercial uses. The aggregation of parcels fronting 2nd Avenue North and extending to Lake Worth Road is encouraged.

2. **Urban Renewal District (UR) .** Stand-alone mixed-use project of at least 15 gross acres that provides internal open spaces and amenities.

   Intent: The Urban Renewal District is comprised of key opportunity sites that are suited for redevelopment with an intensity that generates synergy between the uses. Vertically-integrated mixed-use buildings are expected. Building placement should create open spaces, linkages and connections between uses that draw pedestrians from one building to the next. The ground level is comprised of active, inviting nonresidential uses that support a pedestrian-friendly environment.

3. **Urban Mixed Use Commercial District (UMUC) .** Stand-alone mixed-use project of at least 5 gross acres that provides outdoor seating and activity areas associated with ground floor commercial uses.

   Intent: Urban Mixed Use Commercial District are key infill sites capable of supporting vertically mixed-use projects that create a unique, vibrant setting of combined uses.

B. Special Frontages - Waterfront, Civic and Greenway Frontages

1. **Applicability.** These standards apply to all lots abutting a body of water, open civic space or designated greenway within the Urban Village Overlay.
2. **Building Orientation.**
   - Buildings shall provide a primary façade, entrance, or usable outdoor space oriented toward the waterfront or greenway.
   - Service areas, loading docks, and blank walls are prohibited along these frontages.
3. **Setbacks.**
   - A minimum setback of fifteen (15) feet and a maximum setback of thirty (30) feet from the waterfront or greenway edge shall be required.
   - Setback areas shall be improved with pedestrian pathways, landscaping, and seating to provide public access and continuity of the greenway or promenade.
4. **Activation.**
   - Ground-floor frontages facing the civic space, waterfront or greenway shall contain active uses including but not limited to stoops, porches, patios, retail spill-out areas, or outdoor dining.

- A minimum of sixty percent (60%) of the building frontage shall consist of glazing, balconies, terraces, or other architectural features that activate the frontage.

5. **Access.**
   - Developments shall provide pedestrian and bicycle connections from interior streets and blocks to the waterfront or greenway.
   - Such accessways shall be publicly accessible and improved with paving and lighting.

Sec. 34-1325.12. SECTION III. BUILDING FORM STANDARDS

The following Building Form Standards shall apply to all development and redevelopment within the Overlay . These standards are intended to ensure a consistent urban form, support active ground-floor uses, and provide a high-quality public realm.

A. Building Placement.

1. On Main Streets and Mixed-Use Avenues and Pedestrian Plazas, the building façade shall be built to the required building setback line for at least 80% of the required building line length.
2. Buildings shall be located a minimum of fifteen (15) feet from the back of curb or edge of pavement, whichever is applicable, to accommodate required sidewalk and landscaping.
3. Buildings shall not be set back more than twenty (20) feet from the back of curb or edge of pavement, unless approved by the Village for open public space, arcade or outdoor patio.
4. Pedestrian plazas may be recessed further than the standard setback. The setback area shall generally be improved with pedestrian amenities, landscaping, and/or outdoor seating.
5. Minimum rear and side setbacks are 10 feet and 5 feet, respectively, however perimeter landscape buffers pursuant to Sec. 34-162 must be accommodated.

Table III-2. Building Placement

Overlay Sub-District	**Required Building Line/Setback Measured From:**
SoVi	2nd Avenue North, Davis Road
UR	Main Street or Mixed-Use Avenue
UMUC	n/a

B. Parking Location

1. Structured parking is expected. Parking garages with ground floor nonresidential uses, or those lined by habitable space shall not be included in the calculation of height or floor area. Parking structures may front primary streets only where ground-floor active uses are provided along the frontage. Garage facades facing the public street or semi-public open space shall be screened so that vehicles, lighting, roof top parking, and sloping floors are hidden from public view with decorative architectural elements.

2. All off-street parking shall be located to the rear or side of the principal structure.
3. Within the SoVi and UR Subdistricts, parking shall be prohibited between the principal building frontage and the public right-of-way, unless provided as on-street, public parking approved by the Village.
4. Screening and Landscaping
    a) Parking areas adjacent to streets shall be screened with a combination of landscaping, decorative walls, or fencing not exceeding 4 feet in height pursuant to Sec. 34-883.
    b) A minimum 5-foot landscape buffer shall be required along side and rear property lines where parking abuts residential uses.
    c) Landscaping, pursuant to Sec. 34-161(c) shall be provided for surface parking lots,.

C. Ground Floor Transparency

1. A minimum of eighty percent (80%) of the ground floor building frontage along primary street frontages shall consist of transparent glazing.
2. Mirrored, opaque, or highly reflective glass shall be prohibited.

D. Ground Floor Activation Requirements

1. Ground floors shall be occupied by active uses, including but not limited to retail, restaurant, office, or civic uses for a minimum depth of 50 feet.
2. Residential uses, including their ancillary uses, are generally prohibited on ground floors, except for permitted lobbies, leasing offices, or building entrances.
3. Ground-floor residential use is permitted only on Neighborhood Streets and secondary frontages.
4. Ground floor active commercial uses shall comprise a minimum of 60% of floor area with the balance limited to lobby, elevator, equipment rooms, mail room, maintenance facilities, garbage and recycling areas, etc..
5. Building articulation shall be clearly expressed in the design, with limitations on blank walls and single-use frontage.
6. Outdoor activity areas are encouraged for ground floor uses, including outdoor seating and table service.

E. Building Height

1. **Maximum Height.** Buildings shall not exceed **8 stories or 110 feet**, whichever is less.
2. **Minimum Height.** Buildings fronting primary streets shall be a minimum of **2 stories or 24 feet** in height.
3. **Ground Floor Height.** Ground floors shall provide a minimum **floor-to-floor height of 14 feet**.
4. **Upper Floor Height.** Upper floors shall provide a minimum **floor-to-floor height of 10 feet** and a maximum of **12 feet.**
5. **Height Exceptions.** Architectural features such as parapets, cornices, towers, elevator overruns, rooftop gardens, and mechanical screening may exceed the maximum height by up to **15 feet**, provided they are not habitable space.

F. Arcades, Awnings, and Balconies

1. Balconies, and similar projecting features shall be permitted beginning at the second story and above.
2. Such features shall maintain a minimum setback of five (5) feet from the property line and may project over the public sidewalk subject to approval by the Village.
3. The minimum vertical clearance of an arcade, gallery, or colonnade is ten feet.
4. A horizontal clearance of at least eight feet shall be maintained between columns or piers.
5. If enclosed, arcades, galleries and colonnades shall meet minimum transparency requirements.
6. Awnings and sunshades may encroach over a public or private sidewalk, shared use path, amenity zone, or planting strip, but no more than four feet from the future back of curb.
7. Awnings and sunshades shall have a minimum vertical clearance of nine feet.

G. Façade Articulation

1. Building façades shall incorporate vertical and horizontal articulations, such as bays, projections, recesses, or material changes, to avoid blank wall conditions.
2. No façade segment greater than thirty (30) feet in width shall be permitted without articulation.
3. Paint, faux treatments, scoring, construction joints, lighting, and material projections less than two inches are permitted, but do not fulfill the façade articulation requirements.
4. Garage doors, entrances and exits with street frontage shall be designed to have a decorative appearance consistent with the overall architectural composition of the project.

H. Upper Story Setback / Roofs

1. All building portions above the third story shall provide an additional setback of twenty (20) feet along primary and secondary roadway frontages.
2. The setback area may be used for terraces, green roofs, or other occupiable amenities for building occupants.
3. Building tops should be included in the architecture through distinctive roof shapes, a change in fenestration patterns, placement of architectural elements such as balconies, cornice line, and moldings, and/or a stepback at the top story;
4. Flat roofs shall be screened from adjacent properties and streets with decorative parapets
5. Roof eaves above pedestrian walkways must be guttered to promote a pedestrian friendly environment

Table III-2. Building Form Standards Quick Reference

Standard	Requirement
Building Placement (SoVi and UV only)	Min. setback: 15 ft (sidewalk/landscape)Max. setback: 20 ft
Parking Location (SoVi and UV only)	Rear or side only. Prohibited in front of building unless for public on-street parking
Ground Floor Transparency	80% glazing minimum on ground floor frontage. No mirrored/reflective glass
Ground Floor Uses	Active uses required (retail, restaurant, office, civic) Residential prohibited except lobbies/offices
Building Height	Max. 8 stories+15 ft for mechanical/architectural features
Arcades/Porches/Balconies	Allowed 2nd floor and above. Must be set back 5 ft from edge of property
Façade Articulation	Required every 30 ft , with recesses, projections, material changes, etc
Upper Story Setback	Above 3rd floor: 20 ft setback along primary/secondary roads

Sec. 34-1325.13. SECTION IV. PUBLIC REALM STANDARDS

A. Street Network and Connectivity

1. **Block Size.**
    - New Blocks within the Overlay shall not exceed four hundred (400) feet in length or one thousand two hundred (1,200) feet in perimeter, except where constrained by natural features, utility corridors, or existing rights-of-way.
    - Developments shall be designed to achieve a highly connected and walkable network.
2. **Street Extensions.**
    - All new development shall provide for the logical extension of the public street network to adjacent parcels.
    - Where direct connections are not immediately feasible, rights-of-way or easements shall be reserved to accommodate future street extensions.
3. **Street Alignment.**
   New streets shall be aligned and designed to continue and reinforce the existing grid or

modified grid system, with an emphasis on walkability, multiple route options, and improved circulation.

B. Street Types

1. **Establishment of Street Types.**
   The following street types are established within the Overlay and are described in Table IV-1. All new streets shall be designated according to these categories and comply with the associated standards.

2. **Table IV-1: Street Types and Standards**

Street Type	Primary Function	Sidewalk ** Width (min)	On-Street Parking	Ground-Floor Uses / Frontage	Additional Notes
Main Street Including 2nd Avenue North	Retail-focused, pedestrian activity	15 ft	Parallel	Continuous active retail frontage	Primary Street with High pedestrian amenities, benches, lighting, shade trees
Mixed-Use Avenue Including Davis Road	Retail, office, residential	12 ft	Parallel	Mixed-use frontage	Primary Street with Transit-friendly; pedestrian amenities encouraged
Neighborhood Street	Residential emphasis	6–8 ft	Parallel	Residential frontage	Secondary Street with Lower vehicle speeds; pedestrian and bicycle priority
Alley	Service and access	N/A	N/A	Service access only	Private or public access; used for loading, parking, utilities

** Sidewalk area may include planters or planting areas and streetscape amenities, but a 5’ clear travel path shall be maintained.

C. Streetscape Standards

1. **Sidewalks.**
   - Sidewalks shall conform to the minimum widths required by street type as set forth in Table IV-1.
   - Sidewalks shall provide a clear pedestrian through-zone of no less than six (6) feet, free of obstructions.

- A furnishing/landscape zone shall be provided adjacent to the curb for street trees, lighting, and pedestrian furnishings.

2. **Street Trees and Landscaping.**
   - Street trees shall be planted at intervals of approximately thirty (30) to forty (40) feet on center, or clustered where appropriate to provide shade and visual continuity.
   - Shade structures, landscaped planters, and similar pedestrian comfort elements shall be incorporated as appropriate.
   - A maintenance agreement, in a form acceptable to the Village Attorney, shall require the property owner to be responsible for and maintain any tree grates, irrigation, landscaping, and street furnishings within the public right-of-way.
3. **Street Lighting and Furnishings.**
   - Pedestrian-scaled lighting shall be provided on all public streets.
   - Benches, trash receptacles, and bicycle racks shall be provided at intervals appropriate to the street type and level of pedestrian activity.
4. **On-Street Parking.**
   - On-street parking shall conform to the configurations permitted for each street type in Table IV-1.
   - Curb extensions and pedestrian bump-outs may be required at intersections to improve pedestrian safety.

D. Civic Spaces

1. **Types of Civic Spaces.** Civic spaces shall include plazas, pocket parks, civic greens, or other publicly accessible open spaces intended for civic, recreational, or cultural use.
2. **Provision of Civic Spaces.**
   - Developments with a site area greater than two (2) acres shall provide no less than five percent (5%) of the gross site area as publicly accessible civic space.
   - All residents and employees within the Overlay District shall be located within one-eighth (1/8) mile walking distance of a publicly accessible civic space.
3. **Placement and Design.**
   - Civic spaces shall front on public streets and provide direct pedestrian access.
   - Civic spaces shall incorporate seating, shade, landscaping, and hardscape features appropriate to the intended use.
   - Civic spaces shall be connected to the broader pedestrian and bicycle circulation network wherever feasible.

Sec. 34-1325.14. SECTION V. LAND USE STANDARDS

A. General Applicability

1. The provisions of this Section shall govern all land uses within the Urban Village Overlay .
2. Land uses shall be permitted (“P”), conditional (“C”), or prohibited (“X”) as set forth in the Land Use Matrix below.

3. Where conflicts arise between the Overlay and underlying zoning, the Overlay standards shall prevail.
4. Retail and restaurant uses along Main Street are encouraged.

B. Land Use Matrix

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
Residential**	Multi-family dwellings	P (upper floors only)	P (upper floors only)	P	X
	Live/work units	P	P	P	X
	Upper-story residential	P	P	P	X
Commercial	Retail establishments	P	P	C	X
	Personal service (salons, repair, etc.)	P	P	P	X
	Restaurants, cafés	P	P	C	C
	Drive-through facilities	X	X	X	X
	Bars, lounges	C	C	C	C
Office	Professional/business offices	P	P	C	X
	Co-working/shared office	P	P	C	X
Civic & Institutional	Public buildings, libraries, museums	P	P	P	C
	Place of Worship/Assembly	X	X	X	X
	Educational/training facilities	C	P	C	C
Entertainment & Recreation	Theaters, galleries, performance venues	P	P	C	X
	Indoor recreation/fitness	C	P	C	X
	Outdoor plazas &	P	P	P	P

Use Category	Specific Use	Main Street Frontage	Mixed-Use Avenue	Neighborhood Street	Alley/Service Frontage
	programmed open space				
Lodging	Hotels, inns, short-term accommodations	P	P	C	X
Production/Artisan	Microbreweries, craft manufacturing (ancillary)	c	P	C	C
Utilities/Other	Structured parking garage	C (active ground-floor required)	C (active ground-floor required)	C	C
	Utility/civic facilities not listed	C	C	C	C
Prohibited Uses	Automobile-oriented uses outlined in Chapter 34, Subdivision XV Vehicle drive-thru lanes Light industrial uses Self-Storage Warehouse, including Flex Units Vehicle Sales Automotive Repairs Adult Entertainment	X	X	X	X

Legend:

- **P = Permitted Use (by right)**
- **C = Conditional Use (subject to CUP approval)**
- **X = Prohibited**

****Minimum 800 square foot unit size**

C. Mixed-Use Development Requirement

1. Developments greater than two (2) acres in area shall include at least two distinct land use categories from among the permitted uses.

2. Stand-alone single-use developments are discouraged and subject to additional review for consistency with Overlay objectives.
3. Parking garages are expected, and where concealed by habitable space shall not be included in the calculation of height or floor area.

Sec. 34-1325.15. SECTION VI. PARKING AND MOBILITY STANDARDS

A. General Intent

1. To balance vehicular access with the promotion of walkability, transit use, and bicycle mobility within the Urban Village Overlay .
2. To reduce reliance on surface parking and encourage shared parking facilities and structured parking where feasible.
3. To ensure that parking and circulation facilities support, rather than detract from, the pedestrian-oriented character of the Overlay.

B. Parking Location and Design (See III.B. above)

C. Parking Supply

1. **Minimum Parking Requirements**
    - Non-residential uses: 2 spaces per 1,000 square feet of gross floor area.
    - Residential uses: 2.0 space per dwelling unit.
    - Guest Parking: for the first 50 units, .30 spaces per unit
      for units 51 and above, .20 spaces per unit
    - Mixed-use developments may share parking, with reductions up to 25% allowed upon submission of a shared parking study.
2. **Maximum Parking Cap**
    - Parking provided shall not exceed 125% of the minimum required by Sec 34-1329, without approval of the Planning, Zoning & Building Director.
3. **Parking Reductions**
    - On-street parking spaces adjacent to the property frontage may be credited toward required parking.

D. Bicycle Parking

1. All new development shall provide secure, visible bicycle parking at a rate of:
    - Non-residential: 1 space per 10 vehicle spaces.
    - Residential: 1 space per 5 dwelling units.
2. Long-term bicycle storage shall be provided in all multi-family and mixed-use buildings with 20 or more dwelling units.

E. Loading and Service Areas

1. Loading docks and service areas shall be located to the rear of buildings and screened from public view.

2. Service access shall be provided via alleys where available.

F. Mobility and Connectivity

1. **Pedestrian Circulation**
   - Developments shall provide continuous pedestrian walkways that connect building entrances, parking areas, public sidewalks, and transit stops.
   - Internal pedestrian walkways shall be a minimum of 6 feet in width and clearly distinguished from vehicular circulation.
2. **Bicycle and Micro-Mobility Facilities**
   - Developments shall provide connections to adjacent greenways, multi-use paths, or designated bicycle routes where applicable.
   - Micro-mobility parking (e-scooters, shared bikes) shall be accommodated in designated areas without obstructing pedestrian travel.
3. **Transit Access**
   - Where a site fronts a designated transit route, including future routes designated in the Village Mobility Plan, adequate space shall be reserved for bus stops or shelters, in coordination with the transit agency.
   - Bus shelters shall include seating, lighting, and weather protection consistent with Village standards.

Sec. 34-1325.16. SECTION VII. ADMINISTRATION AND PROCEDURES

A. Applicability.

Compliance with these Urban Village Overlay regulations is on an "opt in" basis, and only apply to the select properties that have been designated with the Overlay as shown on the Official Zoning Map. Where standards of this Overlay conflict with the underlying Commercial Renewal zoning district or other Land Development Regulations, the standards of this Overlay shall control.

B. Administration.

The Planning, Zoning and Building Director, or designee, shall administer and interpret this Overlay in accordance with the procedures of the zoning code, and with consultation by the Executive Director of the Palm Springs Community Redevelopment Agency.

C. Review Procedures.

1. Development applications within the Overlay shall be reviewed in accordance with the Site Plan Review, Conditional Use, Variance, and Appeal procedures set forth in the zoning code.
2. The Planning and Zoning Board shall serve as the recommending body, and the Village Council as the final decision-making authority, for discretionary actions as provided in the zoning code.

D. Flexibility.

1. The Planning, Zoning and Building Director may allow flexibility in dimensional, design, or parking standards where strict compliance would inhibit redevelopment or the achievement of the Intent and Purpose of the Overlay. The minimum size thresholds of the subdistricts may not be waived.

2. Any flexibility granted shall be consistent with the overall vision for walkable, mixed-use, pedestrian-oriented redevelopment, and a "main street" environment in South Village.

E. Incentives.

1. Incentives such as unlimited density and intensity reduced parking requirements, or allowance for additional height or reduced setbacks may be provided for development that:
    - Incorporates active ground-floor uses,
    - Preserves or enhances public realm features,
    - Implements sustainable building or site design, or
    - Facilitates lot assembly and redevelopment of underutilized sites.
2. Incentives shall be applied in accordance with procedures in the zoning code and may require Site Plan or Conditional Use approval

F. Amendments.

Text or map amendments to this Overlay shall be processed as zoning amendments under the procedures of the zoning code.

G. Nonconformities.

Nonconforming uses, structures, and sites within the Overlay are subject to the nonconformities provisions of the zoning code.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be made a part of the Village Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

_____ offered the Ordinance for its first reading and moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was:

	AYE	NAY
BEV SMITH, MAYOR	____	____
KIM SCHMITZ, VICE MAYOR	____	____
GARY READY, MAYOR PRO TEM	____	____
PATTI WALLER, COUNCIL MEMBER	____	____
JOHNNIE TIECHE, COUNCIL MEMBER	____	____

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY:_____

BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____

KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

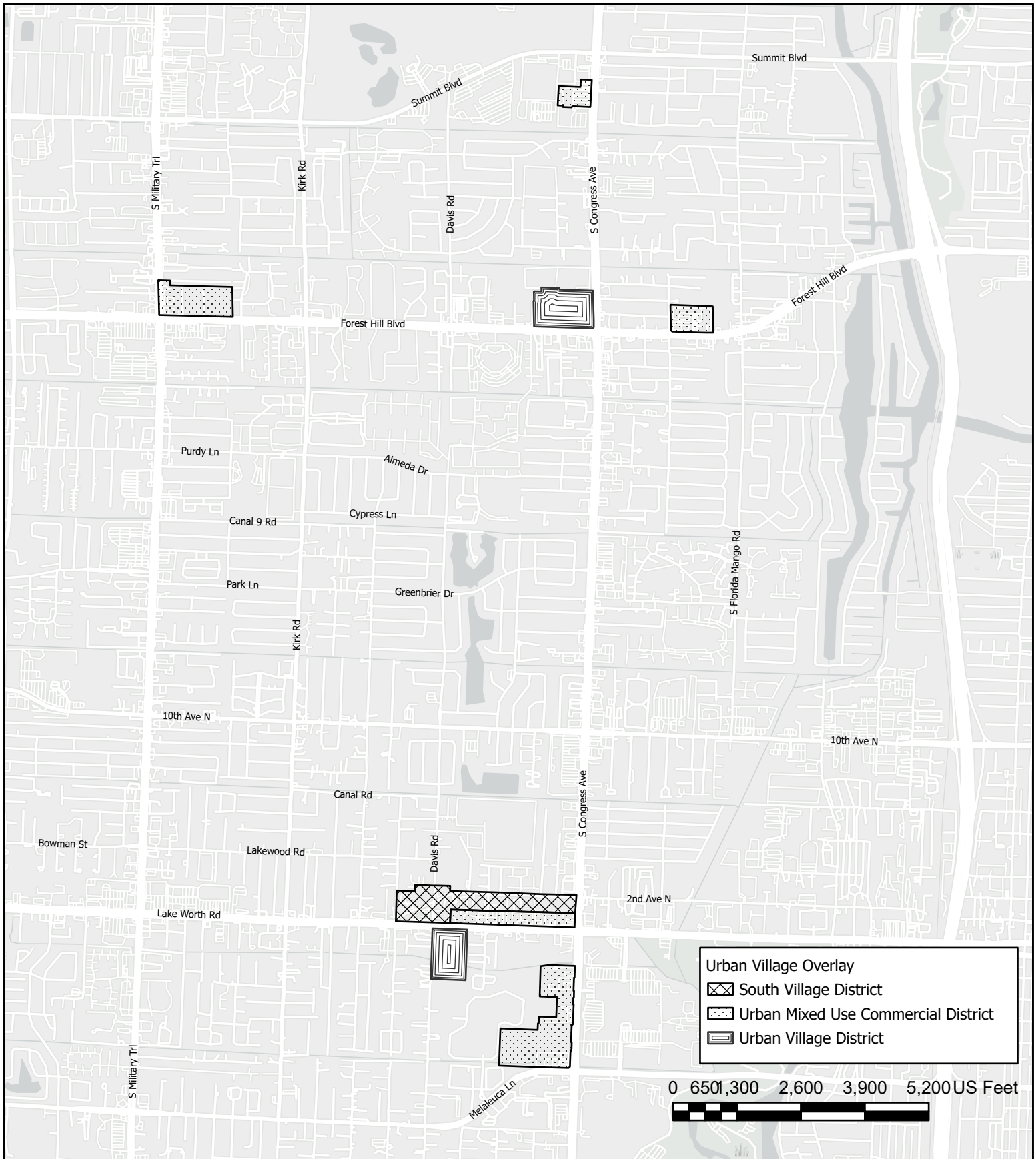
BY: _____

CHRISTY GODDEAU, VILLAGE ATTORNEY

Village of Palm Springs

Urban Village Overlay

Map II.1



Site Data

Overall Site Area: +/-242,806 sf

- Building One (250’ x 180’)
  - Floors: 6
  - Footprint: 45,000 sf
  - Total Square Footage: 180,000 sf
  - Two Floor Parking Garage: 90,000 sf
- Building Two (250’ x 100’)
  - Floors: 5
  - Footprint: 25,000 sf
  - Total Square Footage: 75,000 sf
  - Two Floor Parking Garage: 50,000 sf
- Building Three (250’ x 175’)
  - Floors: 3
  - Footprint: 43,750 sf
  - Total Square Footage: 131,250 sf
- Floor Area Ratio: 1.59
- Open Space: 75,478 sf
- Impervious Area: 53,578 sf
  - Surface Parking Spaces: 91

NORTH

SCALE: 1”=50’-0”

0 10’ 25’ 50’ 100’

839 South Congress Ave

January 2024

Kimley»Horn

VIEW ONE

839 South Congress Ave

January 2024

Kimley»Horn

839 South Congress Ave

January 2024

Kimley»Horn

839 South Congress Ave

January 2024

Kimley»Horn

Site Data

Overall Site Area: +/-197,892 sf

- Building One (215’ x 170’)
  - Floors: 4
  - Footprint: 36,550 SF
  - Total Square Footage: 146,200 sf
- Building Two (215’ x 90’ x 100’ x 45’ x 116’ x 135’)
  - Floors: 5
  - Footprint: 24,720 sf
  - Total Square Footage: 74,160 sf
  - Two Floor Parking Garage: 49,440 sf
- Building Three (205’ x 80’)
  - Floors: 3
  - Footprint: 16,400 sf
  - Total Square Footage: 49,200 sf
- Building Four (150’ x 80’)
  - Floors: 4
  - Footprint: 12,000 sf
  - Total Square Footage: 48,000 sf
- Floor Area Ratio: 1.60
- Open Space: 81,240 sf
- Impervious Area: 58,037 sf
  - Surface Parking Spaces: 97

NORTH

SCALE: 1”=60’-0”

0 15’ 30’ 60’ 120’

3917 South Congress Ave

January 2024

Kimley»Horn

3917 South Congress Ave

January 2024

Kimley»Horn

3917 South Congress Ave

January 2024

Kimley»Horn

3917 South Congress Ave

January 2024

Kimley»Horn

Site Data

Overall Site Area: +/- 850,598 sf

- Building One (180’ x 425’)
  - Floors: 4
  - Footprint: 76,500 SF
  - Total Square Footage: 306,000
- Building Two (200’ x 430’)
  - Floors: 5
  - Footprint: 86,000 sf
  - Total Square Footage: 430,000 sf
- Building Three (165’ x 350’)
  - Floors: 3
  - Footprint: 57,750 sf
  - Total Square Footage:173,250 sf
- Building Four (330’ x 350’)
  - Floors: 5
  - Footprint: 115,500 sf
  - Total Square Footage: 231,000 sf
  - Three Floor Parking Garage: 346,500
- Building Five (150’ x 175’ x 330’ x 440’ x 500’)
  - Floors: 3
  - Footprint: 124,300 sf
  - Total Square Footage: 372,900 sf
- Floor Area Ratio: 1.78
- Open Space: 237,279 sf
- Impervious Area: 153,269 sf
  - Surface Parking Spaces: 152

NORTH

SCALE: 1”=100’-0”

0 25’ 50’ 100’ 200’

3015 Forest Hill Blvd

January 2024

Kimley»Horn

VIEW ONE

3015 Forest Hill Blvd

January 2024

Kimley»Horn

3015 Forest Hill Blvd

January 2024

Kimley»Horn

3015 Forest Hill Blvd

January 2024

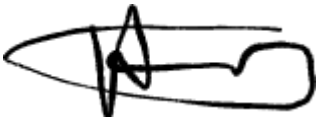
Kimley»Horn

Palm Springs Village - Legal Notice

10/29/2025 8:35 AM (EDT)

Submitted by Andrea Medero (amedero@vpsfl.org)

Legal Notice

Please choose a category	Public Hearing - Palm Springs Village
Title	Ordinance No. 2025-12 - Code Amendment - Chapter 34, Land Use - Urban Village Overlay
Publish Date	10/29/2025
Publish Time	12:00 PM (EDT)
Description	ORDINANCE NO. 2025-12 AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES TO PROVIDE ADDITIONAL INCENTIVES FOR REDEVELOPMENT BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE IV “LAND USE”, DIVISION 7, “SUPPLEMENTAL REGULATIONS”, TO ADD A NEW SUBDIVISION XXVIII “URBAN VILLAGE OVERLAY”; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE. Wednesday, November 12, 2025, at 6:30 p.m. by Planning & Zoning Board. (First Reading) Thursday, November 13, 2025, at 6:30 p.m. by the Village Council, after LPA Meeting by the Village Council.
Submitted by (Email Address)	amedero@vpsfl.org
Notifications	No
Signature	

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Utilities

ITEM #20: (First Reading) Ordinance No. 2025-13 - Code Amendment — Chapter 78, Schedule of Fees — Establishment of the Utilities' Schedule of Fees by Village Council Resolution

SUMMARY: Ordinance No. 2025-13 amends Chapter 78 – Utilities of the Village Code of Ordinances. The amendment modernizes how the Village establishes and manages its utility rates, fees, and operating standards to improve administrative efficiency, transparency, and responsiveness to regulatory changes.

Key Provisions:

Authority to Establish Rates by Resolution

- The ordinance authorizes the Utilities Department, with Village Council approval, to set and revise all water and sewer rates, fees, and charges by resolution, rather than by formal ordinance amendment.
- This change will streamline future rate adjustments, allowing the Village to respond more efficiently to inflationary pressures, cost-of-service studies, and capital funding needs.
- The change maintains public notification and hearing requirements consistent with Florida Statutes to ensure rate transparency and customer protection.

Creation of a Utilities Policy and Procedures Manual (PPM)

- The ordinance creates a new Section 78-2, authorizing the adoption of a Policy and Procedures Manual by resolution
- The PPM will formalize and document all utility department standards, technical requirements, and service procedures—including billing, development review, cross-connection control, pre-treatment, emergency water use, and construction standards.
- Following Council adoption, future amendments may be approved administratively upon recommendation of the Utilities Director and approval of the Village Manager.
- The PPM will carry the same enforceability as an ordinance, ensuring compliance through existing enforcement mechanisms such as Code Enforcement.

Operational and Administrative Benefits

- Efficiency: Shifts recurring technical updates (e.g., rate tables, procedural standards) from the lengthy ordinance process to the more agile resolution process.

- Transparency: Provides a single codified manual documenting standards and policies, improving clarity for residents, developers, and staff.
- Consistency: Ensures uniform enforcement of service standards across all utility operations.
- Compliance: Aligns with Florida Statutes granting municipalities authority to regulate local utilities and set equitable rates within and outside corporate boundaries.

Next Steps

- First Reading: Scheduled for initial Council review and discussion.
- Second Reading: Upon adoption, a companion resolution will be presented to establish the updated Schedule of Rates, Fees, and Charges.
- The Utilities Department may also present the draft Policy and Procedures Manual (PPM) at the second reading or in a subsequent meeting for Council adoption.

Recommendation

Staff recommends the Village Council adopt Ordinance No. 2025-13, authorizing:

- The establishment and modification of all utility rates and fees by Village Council resolution, and
- The creation of a Utilities Policy and Procedures Manual to be adopted and maintained by resolution.

These changes will provide the Village with a more effective and adaptive governance structure for managing utility operations, rates, and service standards while maintaining accountability and public transparency.

FISCAL IMPACT:
There will be no fiscal impact to the Water & Sewer Enterprise Fund.

ATTACHMENTS:
1. Business Impact Statement - Utility Rates
2. Proposed Ordinance 2025-13 - Code Amendment - Chapter 78 - Utility Rates by Resolution
3. Public Hearing - Ordinance No. 2025-13

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Village's website by the time notice of the proposed ordinance is advertised and published.

Proposed ordinance title:

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, "UTILITIES", ARTICLE I, "IN GENERAL", SECTION 78-1, "SCHEDULE OF FEES", TO AUTHORIZE THE ESTABLISHMENT OF THE UTILITIES' SCHEDULE OF FEES BY VILLAGE COUNCIL RESOLUTION AND REPEALING THE SCHEDULE OF FEES CURRENTLY SET FORTH IN SECTION 78-1 OF THE VILLAGE CODE OF ORDINANCES; CREATING A NEW SECTION 78-2, ENTITLED "UTILITIES POLICY AND PROCEDURES MANUAL", TO AUTHORIZE THE ESTABLISHMENT OF A POLICY AND PROCEDURES MANUAL BY VILLAGE COUNCIL RESOLUTION TO FORMALIZE AND DOCUMENT THE UTILITIES DEPARTMENT'S STANDARDS AND SUPPLEMENT CHAPTER 78; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The proposed ordinance authorizes the establishment of the Utilities' Schedule of Fees and the Utilities Policy and Procedures Manual for the Village by Resolution.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:
A future ordinance will consider a proposed fee schedule which will be assessed for Utility Rate Services.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

None are proposed by the subject ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The Village may incur increased costs with the implementation of the recommendations in the Utility Rate Study in the future.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed amendments to the Ordinance do not have a direct fiscal impact to businesses.

4. Additional information the governing body deems useful (if any):

It is anticipated that a proposed Utility Rates increase will be considered in by the Village Council at a future meeting.

ORDINANCE NO. 2025-13

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, "UTILITIES", ARTICLE I, "IN GENERAL", SECTION 78-1, "SCHEDULE OF FEES", TO AUTHORIZE THE ESTABLISHMENT OF THE UTILITIES' SCHEDULE OF FEES BY VILLAGE COUNCIL RESOLUTION AND REPEALING THE SCHEDULE OF FEES CURRENTLY SET FORTH IN SECTION 78-1 OF THE VILLAGE CODE OF ORDINANCES; CREATING A NEW SECTION 78-2, ENTITLED "UTILITIES POLICY AND PROCEDURES MANUAL", TO AUTHORIZE THE ESTABLISHMENT OF A POLICY AND PROCEDURES MANUAL BY VILLAGE COUNCIL RESOLUTION TO FORMALIZE AND DOCUMENT THE UTILITIES DEPARTMENT'S STANDARDS AND SUPPLEMENT CHAPTER 78; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b), Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Village Council has all powers of local self-government to perform municipal functions and to exercise its police power to protect the general health, safety, and welfare of the public in a manner not inconsistent with law, and such power may be exercised by the enactment of Village ordinances; and

WHEREAS, the Village is authorized by general law to provide water and sewer utility services within and outside its municipal boundaries and to set just and equitable rates, fees, and charges for such services; and

WHEREAS, the Village has historically set forth its Schedule of Fees for its water and sewer utilities in the Village Code of Ordinances at section 78-1; and

WHEREAS, by having its utilities' Schedule of Fees in the Village Code of Ordinances, a new ordinance is required each time the Village desires to revise its utilities' Schedule of Fees (in whole or in part); and

WHEREAS, if the utilities' Schedules of Fees is established by resolution of the Village Council, the Village could more efficiently address occasional revisions to the utilities' fees, charges, and rates; and

WHEREAS, if the utilities' Schedules of Fees is set by resolution of the Village Council, the Village will still be required by general law to notify each customer through the utility billing process of any proposed increase and the date and time of the Village Council meeting to consider the same; and

WHEREAS, the Utilities Department also desires to establish a policy and procedures manual to formalize and document all of its standards and supplement Chapter 78's utility provisions; and

WHEREAS, the Village Council has determined that it is in the public interest to adopt this Ordinance and authorize the establishment of the utilities' Schedule of Fees by resolution and establishment of the utilities' policy and procedures manual by resolution, which will both serve a valid public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Recitals. The foregoing recitals are incorporated herein as true and correct findings and statements of the Village Council of the Village of Palm Springs.

Section 2. Amendment. Chapter 78, "Utilities", Article I, "In General", Section 78-1, "Schedule of Fees", is amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

Sec. 78-1. Schedule of fees.

The fee schedule for this chapter shall be established by resolution of the Village Council unless otherwise set forth in this code ~~as follows:~~

(1) Plans and specifications required for service; expenses for review$1,200.00

(2) Monthly rates and charges:

a. Monthly water rates and charges for users of water from the village system within the incorporated municipal limits shall be as follows:

1. Monthly readiness to serve charge by unit:

Inside Village (by Unit)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	$12.39	$12.89	$13.41	$13.95
Multifamily	9.91	10.31	10.72	$11.15
Commercial	Meter size	Meter size	Meter size	Meter size

Commercial monthly readiness to serve charge is based on water meter size.

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
⅝" or ¾"	$43.38	$45.12	$46.92	$48.80
1"	43.38	45.12	46.92	48.80
1½"	81.56	84.82	88.21	91.74
2"	127.23	132.32	137.61	143.11
3"	249.38	259.36	269.73	280.52
4"	386.53	401.99	418.07	434.79
6"	765.34	795.95	827.79	860.90

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charges
Inside Village ($ per 1,000 gallons)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential				

Volume blocks				
0—6K	$3.08	$3.20	$ .33	$3.46
7—20K	4.02	4.18	4.35	4.52
21K+	4.95	5.15	5.36	5.57
Multifamily (volume blocks are for each apartment unit)				
Volume blocks				
0—4K	3.08	3.20	3.33	3.46
5—10K	4.02	4.18	4.35	4.52
11K+	4.95	5.15	5.36	5.57
Commercial				
(actual volume used)	3.86	4.01	4.17	4.34

b. Monthly water rates and charges for users of water from the village system, outside the incorporated municipal limits, but within the defined service area:

1. Readiness to serve customer service unit:

Monthly Readiness to Serve Charges
Outside Village (by Unit)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	$15.48	$16.10	$16.74	$17.41
Multifamily	12.39	12.89	13.41	13.95
Commercial	Meter size	Meter size	Meter size	Meter size

Commercial monthly readiness to serve charge is based on water meter size.

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
⅝" or ¾"	$54.25	$56.42	$58.68	$61.03
1"	54.25	56.42	58.68	61.03
1½"	101.94	106.02	110.26	114.67
2"	159.03	165.39	172.01	178.89

3"	311.73	324.20	337.17	350.66
4"	483.16	502.49	522.59	543.49
6"	956.67	994.94	1,034.74	1,076.13

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charge
Outside Village ($ per 1,000 gallons)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential				
Volume blocks				
0—6K	$3.86	$4.01	$4.17	$4.34
7—20K	5.01	5.21	5.42	5.64
21K+	6.19	6.44	6.70	6.97
Volume blocks				
0—4K	3.86	4.01	4.17	4.34
5—10K	5.01	5.21	5.42	5.64
11K+	6.19	6.44	6.70	6.97
Commercial				
(actual volume used)	4.83	5.02	5.22	5.43

c. At the recommendation of the village manager, and subject to council approval, the village may sell water to connections outside the defined service area. Such connections shall be termed "large user accounts". Monthly water rates and charges for large user accounts shall be as follows:

1. Monthly readiness to serve by number of meters:

Monthly Water Readiness to Serve Charges
Large Users (per meter)

Readiness to Serve Charges	FY 2021	FY 2022	FY 2023	FY 2024
Meter charge	$888.00	$923.52	$960.46	$998.88

2. Monthly water consumption charge per 1,000 gallons of metered water:

Monthly Water Consumption Charges
Large Users ($ per 1,000 gallons)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Large user				
(actual volume used)	$3.92	$4.08	$4.24	$4.41

d. Monthly private fire line and fire hydrant rates and charges for users of the village water system within the incorporated municipal limits shall be a monthly charge related to fire line size:

Monthly Private Fire Protection Service Charges
Inside Village

Fire Line Size Inches	FY 2021	FY 2022	FY 2023	FY 2024
2	$23.79	$24.74	$25.73	$26.76
3	46.90	48.78	50.73	52.76
4	88.55	92.09	95.77	99.60
6	206.59	214.85	223.44	232.38
8	383.68	399.03	414.99	431.59
10	590.23	613.84	638.39	663.93
12	914.90	951.50	989.56	1,029.14
Private fire hydrants (each)	206.59	214.85	223.44	232.38

e. Monthly private fire line and hydrant rates and charges for users of the village water system outside the incorporated municipal limits, but within the defined service area and related to fire line size:

Monthly Private Fire Protection Service Charges

Outside Village

Fire Line Size Inches	FY 2021	FY 2022	FY 2023	FY 2024
2	$29.73	$30.92	$32.16	$33.45
3	59.49	61.87	64.34	66.91
4	110.67	115.10	119.70	124.49
6	258.25	268.58	279.32	290.49
8	479.60	498.78	518.73	539.48
10	737.81	767.32	798.01	829.93
12	1,143.59	1,189.33	1,236.90	1,286.38
Private fire hydrants (each)	258.25	268.58	279.32	290.49

f. Wastewater rates and charges within the village limits:

1. A monthly readiness to serve charge by unit.

Monthly Wastewater Readiness to Serve Charges Inside Village (by Unit)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	$11.20	$11.65	$12.12	$12.60
Multifamily	8.96	9.32	9.69	10.08
Commercial	Meter size	Meter size	Meter size	Meter size

Commercial monthly readiness to serve charge is based on water meter size.

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
⅝" or ¾"	$39.16	$40.73	$42.36	$44.05
1"	39.16	40.73	42.36	44.05
1½"	73.61	6.55	79.61	82.79
2"	114.83	119.42	124.20	129.17

3"	225.06	234.06	243.42	253.16
4"	348.84	362.79	377.30	392.39
6"	683.73	711.08	739.52	769.10

2. Monthly wastewater charge per 1,000 gallons of metered water:

Monthly Wastewater Consumption Charges
Inside Village ($ per 1,000 gallons)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	$7.26	$7.55	$7.85	$8.16
Multifamily	7.26	7.55	7.85	8.16
Commercial	7.26	7.55	7.85	8.16

Residential and multifamily accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

g. Monthly wastewater rates and charges outside the incorporated municipal limits:

1. Monthly readiness to serve charge by unit:

Monthly Wastewater Customer Service Charges
Outside Village (by unit)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	$13.99	$14.55	$15.13	$15.74
Multifamily	1.20	$11.65	12.12	12.60
Commercial	Meter Size	Meter Size	Meter Size	Meter Size

Commercial monthly readiness to serve charge is based on water meter size

Meter Size	FY 2021	FY 2022	FY 2023	FY 2024
⅝" or ¾"	$48.93	$50.89	$52.93	$55.05

1"	48.93	50.89	52.93	55.05
1½"	92.01	95.69	99.52	103.50
2"	143.52	149.26	155.23	161.44
3"	281.33	292.58	304.28	316.45
4"	436.06	453.50	471.64	490.51
6"	854.66	888.85	924.40	961.38

2. Monthly wastewater charge per 1,000 gallons of metered water:

Monthly Wastewater Consumption Charge

Outside Village ($ per 1,000 gallons)

Customer Class	FY 2021	FY 2022	FY 2023	FY 2024
Residential	$9.08	$9.44	$9.82	$10.21
Multifamily	9.08	9.44	9.82	10.21
Commercial	9.08	9.44	9.82	10.21

Residential and multifamily accounts shall not be charged for more than 8,000 gallons per dwelling unit per month.

Monthly wastewater readiness to serve charges large users inside

Readiness to serve charges	FY 2021	FY 2022	FY 2023	FY 2024
	$39.16	$40.73	$42.36	$44.05

Monthly wastewater readiness to serve charges large users outside

Readiness to serve charges	FY 2021	FY 2022	FY 2023	FY 2024
	$ 48.93	$ 50.89	$ 52.93	$ 55.05

The monthly Cross Connection Control Program Fee for users of the water from the Village system within the incorporated municipal limits and outside

the incorporated municipal limits, but within the defined village service area, shall be as follows:

Inside Village (per assembly unit)

Commercial	FY 2021	FY 2022	FY 2023	FY 2024
	$6.37	$6.62	$6.88	$7.16

The aforementioned monthly cross connection control program fee for commercial users of water from the village system within the incorporated municipal limits shall be in addition to any rate or charge otherwise assessed under Chapter 78 of the Village Code of Ordinances, including, but not limited to, the monthly readiness to serve charge assessed per unit. The monthly cross connection control program fee is only applicable to those commercial users who have or are required to have a backflow assembly installation at their property.

h. All applications for water and/or wastewater service shall be accompanied by a deposit based upon the meter size:

Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of $35.00.

Meter Size (inches)	Amount
⅝ or ¾	$170.00
1	390.00
1½	720.00
2	1,100.00
3	2,030.00
4	3,350.00
6	6,630.00
8	10,570.00

Administrative fee added to each deposit	35.00

Each deposit can be increased based upon the average monthly bill for water and wastewater service times a factor of three, plus an administrative fee of $35.00.

(4) Meter connection fees are as follows:

a. Water meter connection fees:

Meter Size (inches)	Amount
⅝ or ¾	$650.00
1	800.00
1½	1,000.00
2	1,250.00
3	*
4	*
6	*
* Connection fees will be determined for each installation by the village manager. Fees will be based on actual costs for meter, related equipment, and installation.	

b. Water main connections: $20.50 per front foot of abutting property.

c. Wastewater line connections: $28.00 per front foot of abutting property.

d. Hydrant meter connection fees. A deposit of $500.00 for meters smaller than two inches and $1,000.00 for meters two inches and larger, plus a $50.00 meter set charge. All hydrant meters shall be billed monthly. The bill shall include the readiness to serve charge based on meter size plus the

commercial rate for gallons used. There is a one-year limit on the amount of time a customer may use a hydrant meter.

(5) Capital contributions for connection to the water and wastewater systems shall be as follows:

a. Water system capital contribution fees for connecting to the village's water system shall be:

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2021—2024
⅝ or ¾	1	$2,220.00
1	2.5	5,550.00
1½	5	11,100.00
2	10	22,200.00
3	20	44,400.00
4	30	66,600.00
6	60	133,200.00
8	90	199,800.00

b. Wastewater system capital contribution fees for wastewater service for connections to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Palm Beach County:

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2021—2024
⅝ or ¾	1	$2,500.00
1	2.5	6,250.00
1½	5	12,500.00
2	10	25,000.00
3	20	50,000.00
4	30	75,000.00

6	60	150,000.00
8	90	225,000.00

c. Wastewater system capital contribution fees for wastewater service for connection to the portion of the village's wastewater system receiving wholesale wastewater transmission and treatment service from Lake Worth Utilities Authority.

Meter Size (Inches)	Equivalent Residential Units (ERUs)	Fiscal Year 2021—2024
⅝ or ¾	1	$2,650.00
1	2.5	6,625.00
1½	5	13,250.00
2	10	26,500.00
3	20	53,000.00
4	30	79,500.00
6	60	159,000.00
8	90	238,500.00

(6) Miscellaneous fees for the utility system shall be as follows:

a. Temporary turn off … $60.00

b. Reconnect fee … $60.00

c. Recheck meter reading … $40.00

d. Meter calibration fee … $100.00

e. Cut lock fee … $ 55.00

f. Pulled meter fee … $ 75.00

g. Permit fee … $20.00

h. Late payment charge … $15.00

~~i. Admin charge on deposit … $35.00~~

~~j. Transfer fee … $40.00~~

~~k. Service charge … $45.00~~

~~m. Tampering/prohibited connections fee … $250.00~~

~~n. Returned check fee:~~

~~Florida Statute minimum … $25.00~~

~~Checks $50.00 - $300.00 … $30.00~~

~~Checks > $300.00 … $40.00~~

~~Checks > $801.00 … 5% of face value~~

~~o. Broken curb stop … $255.00~~

Section 3. New Section. Chapter 78, "Utilities", Article I, "In General", is amended with the creation of a new Section 78-2, entitled "Utilities Policy and Procedures Manual", as follows (words underlined are additions):

Sec. 78-2. Utilities policy and procedures manual.

The Village Council will establish standard policies and procedures for the Utilities department by adopting a Policy and Procedures Manual by resolution ("PPM" hereafter), which may include, but shall not be limited to, consumer service and billing procedures; extension and connection policies; standard development agreements and forms; minimum design and construction standards; cross-connection control/backflow prevention requirements; pretreatment requirements; and, emergency water use restrictions, which are consistent with and/or supplementary to this chapter and other applicable laws, codes and regulations. After adoption by the Village Council by Resolution, the PPM may be amended from time to time based upon recommendations by the Utilities Director and approval by the Village Manager. The PPM shall have the same force and effect as a Village Ordinance and enforceable to the same extent as an ordinance including, but not limited to, enforcement through code enforcement.

Section 4. Codification. This Ordinance shall be codified in the Village Code of Ordinances with the repealed sections in this Ordinance deleted from the Code and the added sections/language in this Ordinance included in the Code, which may all be re-numbered or re-lettered to accomplish such, and the word “ordinance” may be changed to “section”, “division”, or any other appropriate word.

Section 5. Repeal of Conflicting Ordinances. All ordinances, resolutions, or parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 6. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 7. Effective Date. This Ordinance shall become effective upon adoption.

Council Member _____offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member_____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
BEV SMITH, MAYOR	□	□	□
KIMBERLY SCHMITZ, VICE MAYOR	□	□	□
GARY READY, MAYOR PRO TEM	□	□	□
JOHNNIE TIECHE, COUNCIL MEMBER	□	□	□
PATTI WALLER, COUNCIL MEMBER	□	□	□

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, on this _____ day of_____, 2025.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

First Reading:_____

Second Reading:_____

ATTEST:

BY: _____

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____

CHRISTY GODDEAU, VILLAGE ATTORNEY

Legal Notice

Please choose a category	Public Hearing - Palm Springs Village
Title	Ordinance No. 2025-13
Publish Date	10/29/2025
Publish Time	12:20 PM (EDT)
Description	NOTICE OF PUBLIC HEARING The Village of Palm Springs proposes to adopt the following Ordinance: A Public Hearing on the proposed ordinance will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following date: Regular Council Meeting, Thursday, November 13, 2025, at 6:30 PM Regular Council Meeting, Thursday, December 11, 2025, at 6:30 PM ORDINANCE NO. 2025-13 AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING CHAPTER 78, “UTILITIES”, ARTICLE I, “IN GENERAL”, SECTION 78-1, “SCHEDULE OF FEES”, TO AUTHORIZE THE ESTABLISHMENT OF THE UTILITIES’ SCHEDULE OF FEES BY VILLAGE COUNCIL RESOLUTION AND REPEALING THE SCHEDULE OF FEES CURRENTLY SET FORTH IN SECTION 78-1 OF THE VILLAGE CODE OF ORDINANCES; CREATING A NEW SECTION 78-2, ENTITLED “UTILITIES POLICY AND PROCEDURES MANUAL”, TO AUTHORIZE THE ESTABLISHMENT OF A POLICY AND PROCEDURES MANUAL BY VILLAGE COUNCIL RESOLUTION TO FORMALIZE AND DOCUMENT THE UTILITIES DEPARTMENT’S STANDARDS AND SUPPLEMENT CHAPTER 78; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.
Submitted by (Email Address)	kwynn@vpsfl.org
Notifications	Yes
Send Out a Notification to Your Subscribers	Yes
Signature	

Village of Palm Springs

Executive Brief

AGENDA DATE: November 13, 2025

DEPARTMENT: Administration

ITEM #21:

FISCAL IMPACT:

ATTACHMENTS:
None