



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 12, 2023
7:00 PM

Deborah Searcy
Mayor

David B. Norris
Vice Mayor

Susan Bickel
President Pro Tem

Darryl C. Aubrey
Councilmember

Mark Mullinix
Councilmember

Chuck Huff
Interim Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

<https://www.village-npb.org/CivicAlerts.aspx?AID=496>

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

- [1.](#) Minutes of the Special Session held November 14, 2022
- [2.](#) Minutes of the Regular Session held December 8, 2022

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 3. MOTION – DIMENSIONAL EXCEPTION APPLICATION FOR 643 PILOT ROAD** Consider a motion to approve or deny the Dimensional Exception Application for a Recreational Vehicle located at 643 Pilot Road.
- 4. 1ST READING OF ORDINANCE 2023-02 – CODE AMENDMENT – BOARDS AND COMMITTEES** Consider a motion to adopt on first reading Ordinance 2023-02 amending Article I, "In General," of Chapter 2, "Administration," of the Village Code of Ordinances by Amending Section 2-1, "Boards and Committees," to Limit the Term of the Chairpersons, Require the Scheduling of Monthly Meetings and Modify and Supplement the Procedures for Removal of Members.
- 5. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-01– CODE AMENDMENT – FIRE AND POLICE PENSION AND BENEFITS** Consider a motion to adopt and enact on second reading Ordinance 2023-01 amending Division 4, "Pension and Certain other Benefits for Fire and Police Employees," of Chapter 2, "Administration," of the Village Code of Ordinances by Amending Section 2-159, "Creation of Plan and Trust," to authorize the board to adopt an Administrative Policy for tax qualifications to ensure continued compliance with Internal Revenue Code Requirements; Amending Section 2-161, "Benefit Amounts," and Section 2-170.1, "Deferred option Benefits Plan," to increase the required minimum distribution age.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

- 6. RESOLUTION** – Amending the Master Fee Schedule adopted as part of the Fiscal Year 2023 Budget to modify the fees for Police Department Special (Off Duty) Details.
- 7. RESOLUTION** – Approving the Sole Source Purchase of Bosch Crash Data Retrieval Tools and Software from Crash Data Group, Inc. for use by the Police Department at a total cost of \$41,350; and authorizing the Interim Village Manager to take all steps necessary to effectuate the purchase.
- 8. RESOLUTION** – Approving an Assignment of Planning Services Agreement from NZ Consultants, Inc. to Chen Moore and Associates, Inc.; and authorizing execution of the Assignment.
- 9. RESOLUTION** – Approving a Second Amendment to the Contract with Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting for Holiday Lighting and Decor to include the Community Center and the Adjacent Right-Of-Way for the 2022 Holiday Season at an additional cost of \$5,800; and authorizing execution of the Second Amendment.
- 10. RESOLUTION** – Approving a Contract with Mohawk Carpet Distribution, LLC for the purchase and installation of carpet for the Village Library at a total cost of \$44,596.52; and authorizing execution of the Contract.
- 11.** Receive for file Minutes of the Recreation Advisory Board meeting held 11/15/22.

OTHER VILLAGE BUSINESS MATTERS

- 12. RESOLUTION – DEVELOPMENT OF ASSESSMENT METHODOLOGY CONTRACT** Consider a motion to approve a resolution approving a Contract with Raftelis Financial Consultants, Inc. for the development of an Assessment Methodology for Overhead Utility Undergrounding at a total cost not to exceed \$64,400; authorizing execution of the Contract and authorizing execution of a Budget Amendment.
- 13. RESOLUTION – LEISURE SERVICES DEPARTMENT VEHICLE PURCHASE** Consider a motion to adopt a resolution approving the purchase of one Turtle Top Terra Transit E 450 Bus from ABC Texas Bus Sales, Inc. d/b/a ABC Companies at a total cost not to exceed \$123,861; and authorizing the Interim Village Manager to take all actions necessary to effectuate the purchase.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

14. DISCUSSION – Village Manager Appointment

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.



DRAFT MINUTES OF THE SPECIAL SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
NOVEMBER 14, 2022

Present:

Deborah Searcy, Mayor
David B. Norris, Vice Mayor
Susan Bickel, President Pro Tem
Darryl C. Aubrey, Sc.D., Councilmember
Chuck Huff, Interim Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

Absent:

Mark Mullinix, Councilmember

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present except for Councilmember Mullinix who was out of town. All members of staff were present.

Mayor Searcy stated that because the Village had to cancel the Veteran's Day Ceremony due to an impending hurricane, Interim Village Manager Chuck who was a veteran, would give the Veteran's Prayer in honor of veterans.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. Huff gave the invocation and the Village of North Palm Beach Honor Guard presented arms and led the public in the Pledge.

Mayor Searcy announced that Judy Pierman would say a few words in recognition of the late Tom Magill.

Judy Pierman, 560 Greenway Drive, paid tribute to the late Tom Magill stating that his presence at the Council meeting was missed and that he was someone who besides loving his family and Notre Dame, also put the welfare of the Village on his priority list.

STATEMENTS FROM THE PUBLIC

Chris Ryder, 118 Dory Road S, expressed his concern over how Councilmembers handled the appeal of the 200 Yacht Club Drive proposed project and thanked Councilmember Mullinix for his stance on the proposed project and appeal.

Bill Rose, 36 Yacht Club Drive, expressed his disappointment of how the 200 Yacht Club Drive proposed project and its appeal have been handled.

STATEMENTS FROM THE PUBLIC *continued*

Mary Phillips, 525 Ebbitide Drive, announced the Library Bake Sale on December 3rd and expressed her appreciation and gratitude to the Councilmembers for their measured approach and decision regarding the 200 Yacht Club Drive proposed project appeal. Ms. Phillips expressed her disappointment with Councilmember Mullinix's actions and behavior toward fellow Councilmembers at the hearing of the appeal.

Rita Budnyk, 804 Shore Drive, expressed her concerns regarding the proposed Twin Cities Mall project. Ms. Budnyk paid tribute to the late Tom Magill and stated that he would be missed.

CONSENT AGENDA

Item 3 was removed from the Consent Agenda and placed on the Regular Agenda. Thereafter, the Consent agenda, as amended was approved with all those present voting aye. The following items were approved:

Resolution approving a Blanket Purchase Order with Flying Scot, Inc for sidewalk removal and replacement in an amount not to exceed \$50,000.

Resolution approving a Blanket Purchase Order with Commercial Energy Specialists, Inc. in an amount not to exceed \$25,000 for the purchase of pool chemicals and supplies utilized at the Country Club.

RESOLUTION 2022-98 – INTERLOCAL AGREEMENT FOR CONTINUING PLANNING AND URBAN DESIGN SERVICES

A motion was made by Vice Mayor Norris and seconded by Councilmember Aubrey to adopt Resolution 2022-98 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TREASURE COAST REGIONAL PLANNING COUNCIL FOR CONTINUING PLANNING AND URBAN DESIGN SERVICES; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Cheryl Rose, 36 Yacht Club Drive, Unit 106, expressed her concerns regarding the proposed resolution to approve an Interlocal Agreement with the Treasure Coast Regional Planning Council.

Chris Ryder, 118 Dory Road S, expressed his concerns with the Treasure Coast Regional Planning Council and the proposed resolution to approve an Interlocal Agreement with TCRPC for continuing Planning and Urban Design Services.

Mr. Huff explained that the purpose of the proposed Interlocal Agreement with TCRPC was due to continued vacancies within the Community Development Department. The agreement would be a Continuing Services Agreement to assist staff with general planning services. Mr. Huff stated that TCRPC working on the proposed 200 Yacht Club Drive project was not a part of the agreement discussions nor had any revisions to the project been brought back to the Village for consideration. Mr. Huff stated that he has worked closely with TCRPC in the past and was confident that they would be very capable of helping the Community Development Department through its transition in replacing staff.

RESOLUTION 2022-98 – INTERLOCAL AGREEMENT FOR CONTINUING PLANNING AND URBAN DESIGN SERVICES *continued*

Mayor Searcy stated that she has had only good and positive experiences working with TCRPC and that they would not be working on the code for the 200 Yacht Club Drive proposed project since that code had been finalized. There was already a plan to make revisions to the C-3 Zoning District Regulations. TCRPC's services would be needed to accomplish those revisions.

Thereafter, the motion to adopt Resolution 2022-98 passed with all present voting aye.

RESOLUTION 2022-99 – CODE ENFORCEMENT SPECIAL MAGISTRATE

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to adopt Resolution 2022-99 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING B. DOUGLAS MACGIBBON AS THE VILLAGE'S CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin gave a brief history of the Village's transition from a Code Enforcement Board to appointing Special Magistrate Thomas Baird and Alternate Special Magistrate B. Douglas MacGibbon to hear the Village's Code Enforcement cases. Mr. Rubin explained that due to a request from Mr. Baird to substantially increase his hourly rate, staff was recommending that Council appoint Mr. MacGibbon as the primary Special Magistrate. Mr. Rubin stated that he had asked Mr. Baird if he could serve as Alternate Special Magistrate but he declined due to a recurrent conflict.

Chris Ryder, 118 Dory Road, S, expressed his concerns over the Village changing from a Code Enforcement Board to a Special Magistrate and the process by which the Magistrate was chosen.

Thereafter, the motion to adopt Resolution 2022-99 passed with all present voting aye.

No ex-parte communication was declared by Councilmembers for the following:

RESOLUTION – MINOR PUD AMENDMENT

A motion was made by Councilmember Aubrey and seconded by President Pro Tem Bickel to table the Resolution entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE PROSPERITY VILLAGE RESIDENTIAL PLANNED UNIT DEVELOPMENT TO MODIFY THE TREE DISPOSITION PLAN; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to table the Resolution to approve a Minor Amendment to the Prosperity Village Residential Planned Unit Development passed with all present voting aye.

RESOLUTION 2022-100 –POLICE VEHICLES PURCHASE

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to adopt Resolution 2022-100 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF THREE 2023 CHEVROLET TAHOE SPORT UTILITY POLICE VEHICLES FROM DUVAL CHEVROLET AND ONE 2022 FORD EXPEDITION SPORT UTILITY POLICE VEHICLE FROM DUVAL FORD PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFFS ASSOCIATION CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CITY OF MIAMI CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Acting Public Works Director Chad Girard explained that the purpose of the resolution was to purchase four (4) new vehicles for the Police Department. Three (3) of the vehicles were slated to be purchased this year and one (1) was slated for purchase next year, but due to a lead time of nine (9) months, all four (4) vehicles would be purchased this year. The vehicles would be purchased using American Rescue Plan Act funds.

Deborah Cross, 2560 Pepperwood Circle S, stated that the totals for the vehicles did not seem to add up and needed further clarification.

Chief Jenkins explained and clarified the pricing of the police vehicles stating that the vehicles were outfitted with additional equipment which was added to the base cost.

Thereafter, the motion to adopt Resolution 2022-100 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy announced that earlier that day; the new Fire Ladder Truck was ceremonially washed and pushed into the Fire Station.

Mayor Searcy thanked staff for all of their hard work in preparing for Hurricane Nicole.

President Pro Tem Bickel asked for the status of filling the vacancy on the Audit Committee and if something would be done in memoriam of the late Tom Magill.

Mr. Huff stated that an Audit Committee meeting would be set up whereby the vacancy would be discussed and that he was coordinating with Village Clerk Green on what to have as a memorialization in honor of the late Tom Magill.

President Pro Tem Bickel announced the North Palm Beach Symphony Orchestra concert on December 15th at 7 p.m. at the North Palm Beach Country Club. President Pro Tem Bickel stated that the orchestra would also be playing at the Village's Christmas Tree Lighting Ceremony on December 7th.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mayor Searcy stated that revised plans or a revised proposal had not been submitted for the proposed 200 Yacht Club Drive project. Mayor Searcy stated that she stood by her decision to allow the developer to return and submit a proposal that Council and Village residents would be happy with. The alternative would have been that a judge could decide what type of project would be developed at the site. Mayor Searcy stated that she also stood by her decision to allow Mr. Robbins to speak at the hearing of the appeal since Mr. Robbins took a risk on the Village and used approximately one (1) million dollars of his own corporate funds to beautify the new Country Club by providing finishing work at the Farmer's Table Restaurant. Mayor Searcy stated that there was no conspiracy attached to Mr. Robbin's proposal to develop a project at 200 Yacht Club Drive.

Vice Mayor Norris, President Pro Tem Norris and Councilmember Aubrey agreed and concurred with Mayor Searcy's statement regarding the proposed 200 Yacht Club Drive project.

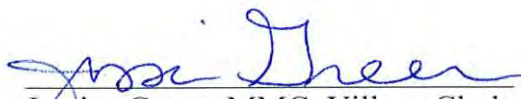
VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that he had reached out to Mr. Ryder and Mr. Starkie to let them know that he has not yet heard anything from the developers and that if and when he did hear something, Council would know first and then the residents.

Mr. Huff thanked Council for expressing their appreciation to staff for their preparations for Hurricane Nicole and thanked Chief Jenkins and the Village's Honor Guard for honoring veterans by presenting arms at the start of the Council meeting.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:45 p.m.


Jessica Green, MMC, Village Clerk



***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
DECEMBER 8, 2022**

Present:

Deborah Searcy, Mayor
David B. Norris, Vice Mayor
Susan Bickel, President Pro Tem
Darryl C. Aubrey, Sc.D., Councilmember
Mark Mullinix, Councilmember
Chuck Huff, Interim Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Searcy gave the invocation and Vice Mayor Norris led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the the Regular Session held October 27, 2022 and the Minutes of the Special Emergency Session held November 9, 2022 were approved as written.

Mayor Searcy announced that Agenda Item 16 – Resolution – Country Club Water Services Line was pulled from the agenda and would not be heard.

STATEMENTS FROM THE PUBLIC

Diane Smith, 37 Yacht Club Drive, stated that the Village had not submitted a revised Water Supply Facilities Work Plan since 2016. Ms. Smith stated that according to Florida Statute, the Village was required to submit a revised plan by May of 2020. Ms. Smith asked Council why the revised plan had not been submitted.

Chris Ryder, 118 Dory Road, S., thanked Councilmember Mullinix for his behavior at the October 27th Council meeting during the proposed 200 Yacht Club Drive project appeal. Mr. Ryder discussed the digging out of swales within the Village. Mr. Ryder discussed the list of changes that were made to the Comprehensive Plan that he provided at the Council meeting on October 27th and had asked that the changes be looked into.

STATEMENTS FROM THE PUBLIC *continued*

Bob Starkie, 36 Yacht Club Drive, discussed the issues with the proposed 200 Yacht Club Drive project. Mr. Starkie expressed his concerns regarding traffic issues at the corner of U.S. Highway 1 and Yacht Club Drive. Mr. Starkie requested an independent traffic study.

Pat Kelly, 37 Yacht Club Drive, gave an update on the group of residents and their actions regarding their opposition to the proposed 200 Yacht Club Drive project. Mr. Kelly discussed the traffic issues on U.S. Highway 1.

Bill Rose, 36 Yacht Club Drive, stated that the Yacht Club Drive residents appreciate how the Village was handling their opposition to the proposed 200 Yacht Club Drive project. Mr. Rose wished everyone including first responders a safe and happy holiday season and thanked them for their service.

John Samadi, 512 Marlin Road, expressed his concerns regarding the Village's use of an outside consulting service for building inspections. Mr. Samadi also expressed his concerns regarding the proposed contract for water line services at the Country Club.

Deborah Cross, 2560 Pepperwood Circle, S, expressed her concerns with speeding traffic on U.S. Highway 1.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2022-19 CODE AMENDMENT – FIRE AND POLICE PENSION BENEFITS

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt on first reading Ordinance 2022-19 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE, "PENSION AND CERTAIN OTHER BENEFITS FOR THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSIONS AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, "CREATION OF PLAN AND TRUST," TO AUTHORIZE THE BOARD TO ADOPT AN ADMINISTRATIVE POLICY FOR TAX QUALIFICATION TO ENSURE CONTINUED COMPLIANCE WITH INTERNAL REVENUE CODE REQUIREMENTS; AMENDING SECTION 2-161, "BENEFIT AMOUNTS," AND SECTION 2-170.1, "DEFERRED OPTION BENEFIT PLAN," TO INCREASE THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to authorize the Police and Fire Pension Board to adopt an administrative policy to maintain its tax qualified status and increase the minimum distribution age as required by the Internal Revenue Code.

Thereafter, the motion to adopt on first reading Ordinance 2022-19 passed unanimously.

ORDINANCE 2022-20 CODE AMENDMENT – COMPREHENSIVE PLAN

A motion was made by Vice Mayor Norris and seconded by President Pro Tem Bickel to adopt on first reading Ordinance 2022-20 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE VILLAGE OF NORTH PALM BEACH COMPREHENSIVE PLAN TO ADOPT A NEW PROPERTY RIGHTS ELEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the legislature had adopted Senate Bill 59, amending a section of the Florida Statutes to require each municipality to include a new Property Rights Element in its Comprehensive Development Plan. Mr. Rubin stated that the state would not consider any additional Comprehensive Plan Amendments from the Village until it adopts the new Property Rights Element. Once the ordinance is adopted on first reading it will be submitted to the Florida Department of Economic Opportunity for review and comment. Once comments are received, the ordinance will come back to Council for a second reading.

Councilmember Aubrey expressed concern that the Property Rights Element contained no limitations on such rights.

Mr. Rubin explained that the intent of the legislation requiring this language was not to create any new rights but to recognize existing judicially acknowledged and constitutionally protected property rights. Additionally, the use of private property was still expressly subject to state law and local ordinances.

Thereafter, the motion to adopt on first reading Ordinance 2022-20 passed unanimously.

CONSENT AGENDA APPROVED

President Pro Tem Bickel moved to approve the Consent Agenda. Councilmember Mullinix seconded the motion, which passed unanimously. The following items were approved:

Receive for file Minutes of the Planning Commission meeting held 4/5/22.

Receive for file Minutes of the General Employees Pension Board meeting held 5/1/22.

Receive for file Minutes of the Police and Fire Pension Board meeting held 5/10/22.

Receive for file Minutes of the Planning Commission meeting held 6/7/22.

Receive for file Minutes of the Planning Commission meeting held 7/5/22.

Receive for file Minutes of the Planning Commission meeting held 8/2/22.

Receive for file Minutes of the Planning Commission meeting held 9/6/22.

Receive for file Minutes of the Library Advisory Board meeting held 10/4/22.

Receive for file Minutes of the Planning Commission meeting held 10/11/22.

Receive for file Minutes of the Recreation Advisory Board meeting held 10/11/22.

Receive for file Minutes of the Business Advisory Board meeting held 10/18/22.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Searcy thanked residents for their participation and staff for their work on the Village's holiday festivities.

Mayor Searcy thanked the North Palm Beach Symphony Orchestra for their performance at the Village's Tree Lighting Ceremony.

Mayor Searcy thanked the Friends of the Library for their holiday bake sale and the Fire Department for riding around in the Village's new fire truck.

President Pro Tem Bickel stated that she was relieved that she and Vice Mayor Norris qualified and were re-elected to their respective Groups without opposition and therefore the Village would not be having an election in 2023.

Mayor Searcy congratulated Vice Mayor Norris and President Pro Tem Bickel on their re-election.

President Pro Tem Bickel recommended that Council begin discussions again regarding the Village Manager position.

Council came to consensus to begin discussions regarding the Village Manager position at the next Council meeting that would take place on January 12, 2023.

President Pro Tem Bickel asked if a revised Water Supply Plan had been submitted.

Mr. Huff stated that an ordinance was adopted in 2016 to adopt and update the ten-year water supplies facilities work plan. Mr. Huff stated that he would research further into the matter and provide Council with an update.

President Pro Tem Bickel additionally recommended discussing the possibility of having an independent traffic study done for the proposed 200 Yacht Club Drive project.

Councilmember Mullinix recommended sending a letter to Tallahassee regarding the repair of the U.S. Highway 1 bridge asking them to fast track the repair since the Village has been waiting a long time.

Councilmember Mullinix expressed his concerns regarding getting a turning lane put in on U.S. Highway 1 to Anchorage Drive South.

Mr. Huff stated that the turning lane had been approved and he has been in contact with FDOT and it should be installed after the 1st of the year.

Councilmember Mullinix recommended that the area around the library and at Veteran's Park needed to be mulched.

President Pro Tem Bickel stated that residents had raised concerns that the Tree Lighting Ceremony took place on a later date this year and recommended that it take place earlier in December next year.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mayor Searcy recommended that the start time of the Tree Lighting Ceremony start at an earlier time than 7 p.m.

Mr. Huff stated that he saw the most amount of people attending this year's Tree Lighting Ceremony than he has ever seen since his time with the Village.

Mayor Searcy thanked the Country Club staff for their hard work at the Annual Holiday Boat Parade.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that he was working with Wayne Cameron, Building Official to hire in-house building inspectors versus using an outside firm for the Community Development Department.

Mr. Huff wished everyone a happy holiday and happy new year.

Mayor Searcy asked Alan Bowman, Head Golf Professional if low speed vehicles were allowed on the golf course.

Mr. Bowman stated that he had safety and parking ideas for low speed vehicles that he could implement for next year's Holiday Boat Parade.


Building Milestone Inspection Program Update

Wayne Cameron, Building Official gave a presentation that provided an update on the state-wide building milestone inspection program. The state-wide building inspection program requires a building registration, filing basic building and contact information with the state by January 1, 2023 and having a milestone inspection by December 31, 2024. The milestone inspections are required for each building that is three stories or more in height by December 31st of the year in which the building reaches thirty (30) years and every ten (10) years thereafter. If the building is within three (3) miles of a coastline the inspection must be performed by December 31st of the year in which the building reaches twenty-five (25) years of age and every ten (10) years thereafter.

Mr. Cameron concluded his presentation stating that in total there were seventy-nine (79) buildings that met the statutory requirement in the Village. Staff would be working with the various HOA's to advise them on what steps need to be taken in the coming months.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:48 p.m.


Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Alex Ahrenholz, Principal Planner

DATE: January 12, 2023

SUBJECT: **MOTION** – Dimensional Exception for RV located at 643 Pilot Road

An application has been filed by the property owner, Phil Knowles, requesting that his existing recreational vehicle (RV) be granted a “dimensional exception” from the size criteria specified in section 18-35.1(6) of the Village Code of Ordinances.

Background:

The 2017 Forest River Berkshire RV was purchased by the property owner in 2019 and is located on the east side of the home. It is visible from the street, but is partially screened by a six (6) foot tall, PVC gate. The subject property is larger than most single-family lots in the Village.

Analysis:

The RV exceeds the size limitations established in Section 18-35.1(6), which limits the maximum height to ten (10) feet and the maximum length of thirty (30) feet. The RV is approximately twelve (12) feet tall and forty (40) feet in length. The owner has provided documentation that the RV was owned prior to November 2020, and is therefore eligible for the dimensional exception. The abutting property owner has some trees and shrubs to provide screening, but the majority of vegetation has been provided on the subject property. The installed Clusia hedges are dense at the base, but have yet to achieve the height necessary to screen the vehicle at a minimum of ninety (90) percent opacity, as required by Section 18-35-1(8) of the Village Code.

There is no fiscal impact

Recommendation:

Staff recommends approval with two conditions:

1. All installed hedging must grow to completely screen the RV within two (2) years.
2. If any of the trees or shrubs on the subject property or on the neighboring property that are currently providing screening are removed, they shall be replaced on the applicant's property or the neighboring property within six (6) months of their removal.

Attachments: Applicant's Submitted Documents

Dimension Exception Application for Recreational Vehicle

Dated March 31, 2021

Ladies and gentlemen of the Village of North Palm Beach Council: This narrative is per the request of the Dimension Exception Application I am providing for my 2017 Forest River Berkshire recreational vehicle that I purchased September 14, 2019 from Palm Beach RV in West Palm Beach, Florida. The RV is located at 643 Pilot Road within the Village of North Palm Beach.

Pursuant to Village Code Sec. 18-35:

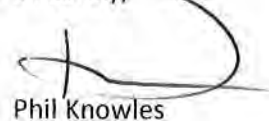
- My RV is located on the side of my house and is not projecting beyond the front building line. It is also located 25 feet from the rear property/ water line.
- The RV is currently registered in the state of Florida with license plate IK9 8DY, expiring 06/22.
- The RV is being stored only and is not used for living or sleeping quarters or for storage purposes.
- The RV is 40 feet long and 12 feet high.
- The RV will be relocated in the event of issuance of a hurricane or tropical storm warning.
- The RV is visually screened by an opaque vinyl gate measuring 18 feet wide and 6 feet high. The opacity is 100%.
- The RV is 100% functioning and the area of storage is neat and clean.
- The RV is not used in any course of commercial activity. It is for recreational use only.
- The RV was purchased on September 14, 2019 and meets the requirements for this Dimension Exception Application, which states that the RV must have been purchased/ owned prior to November 12, 2020 to qualify for an exemption.
- I have enclosed documentation of vehicle purchase and ownership as well as photographs pursuant to 18-35: 13 b (2). Please also find enclosed photographs of the opaque gate (screening) and other photographs pursuant to 18-35: b (3).

Pursuant to Village Code Sec. 18-35.1 (12)

- The RV does not affect the natural light or increase the shadows or shade of the adjacent property to the east.
- I am prepared to notify all adjacent property owners of the Council's consideration of the Dimensional Exception Application.
- I understand the exception will not run with the property and any sale of the property, a change in the occupant of the property, or a change in the ownership of the equipment.

Thank you for your consideration of my Dimension Exception Application.

Sincerely,



Phil Knowles

Property Owner: 643 Pilot Road in the Village of North Palm Beach









**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE
VILLAGE CLERK'S OFFICE**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney
Jessica Green, Village Clerk

DATE: January 12, 2023

SUBJECT: **ORDINANCE 1st Reading** – Amending the Village Code Provisions relating to Village Boards and Committees to revise the policies and requirements to provide a term length and yearly rotation for chairpersons, to require the boards and committees to meet monthly and to remove members for excessive absenteeism and disorderly conduct.

At its December 8, 2022 Workshop Session, the Village Council discussed potential changes to the goals, operations and composition of the Village's boards and committees. The Village Council considered draft revisions to the current Code and provided additional input and guidance. The Ordinance is now being presented to the Council for adoption on first reading and provides as follows:

Revisions to Section 2-1 (Boards and Committees)

Section 2-1 establishes uniform procedures for all Village boards and committees. The Ordinance provides for the following revisions:

- Section 2-1(i)(1) currently provides that all boards and committees shall, at a meeting during the month of May, elect a chairperson, a vice-chairperson, and any other officers as the board deems necessary. The chairperson shall preside at board meetings and shall be the official spokesperson for the board. The language has been revised to add language that the chairperson may only serve a one-year term and that a new chairperson must be elected annually. A person may again serve as chairperson after taking a full year off (similar to the process Council uses to select the Mayor).
- Section 2-1(k)(1) currently provides that all boards and committees shall endeavor to schedule a regular meeting once per month. The language has been revised to eliminate the words "endeavor to".
- Section 2-1(m)(2) currently provides that if any member of a board or committee is absent from three (3) consecutive regular meetings or twenty-five (25) percent of the regular meetings within a twelve-month period (from May 1st to April 30th), the village clerk shall notify the village council of such absences in writing. Upon consideration of the circumstances pertaining to the member's absences, the village council may retain the member or declare the member's office vacant *and* promptly fill such vacancy for the unexpired term of office. The language has been revised to provide for automatic removal of a member from the board or committee if they are absent from three (3) meetings in one year (from May 1st to April 30th). The village clerk shall notify the board or committee member of his or her removal, and the member may appeal to the Village Manager within ten (10) days. The decision of the Village Manager shall be final. Additionally, language

has been added to allow the Village Manager to remove a board or committee member for attacking the motives of other members, Village Staff and Village consultants, for making derogatory, abusive, profane, threatening or vulgar remarks or for any other conduct that, in the Village Manager's sole discretion, reflects poorly upon the Village.

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Section 2-1 of the Village Code to revise the provisions applicable to Village boards and committees to provide a one-year term limit and yearly rotation for chairpersons, to require the boards and committees to schedule monthly meetings, to remove members from boards and committees for three (3) absences during a one-year period (with the ability to appeal to the Village Manager) and to allow the Village Manager to remove members for conduct that reflects poorly on the Village.

1
2
3 **ORDINANCE NO. _____**

4 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
5 PALM BEACH, FLORIDA, AMENDING ARTICLE I, "IN GENERAL," OF
6 CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES
7 BY AMENDING SECTION 2-1, "BOARDS AND COMMITTEES," TO LIMIT THE
8 TERM OF THE CHAIRPERSONS, REQUIRE THE SCHEDULING OF MONTHLY
9 MEETINGS AND MODIFY AND SUPPLEMENT THE PROCEDURES FOR
10 REMOVAL OF MEMBERS; PROVIDING FOR CODIFICATION; PROVIDING FOR
11 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN
12 EFFECTIVE DATE.

13 WHEREAS, Section 2-1 of the Village Code of Ordinances governs the appointment and operation of
14 Village boards and committees; and

15
16 WHEREAS, the Village Council wishes to amend Section 2-1 to: (1) limit the term of the chairperson
17 to one year and prohibit consecutive terms as chairperson; (2) require each board or committee to
18 schedule a meeting once per month; and (3) to revise the procedure for removal of members for absences
19 and allow the Village Manager to remove members under prescribed circumstances; and

20
21 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the
22 public health, safety and welfare.

23
24 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
25 NORTH PALM BEACH, FLORIDA as follows:

26
27 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

28
29 Section 2. The Village Council hereby amends Article I, "In General," of Chapter 2,
30 "Administration," of the Village Code of Ordinances as follows (additional language is underlined and
31 deleted language ~~stricken through~~):

32
33 **Sec. 2-1. Boards and committees.**

34
35 (a) *Purpose.* The purpose of this section is to establish procedures for village
36 boards and committees. Except as specifically provided by law or ordinance, all boards
37 and committees are advisory only and the existence of such advisory boards and
38 committees does not diminish or alter the statutory or constitutional authority of the
39 village council.

40
41 (b) *Scope.* The provisions of this section shall apply to all village boards and
42 committees and shall govern the conduct of all members of such boards.

43
44 (c) *Creation of advisory boards.* The village council may, by ordinance,
45 create a board or committee in connection with any function of the village. The ordinance
46 creating such board shall specify the purpose, powers, and duties of the board. Nothing
47 set forth herein shall prevent the village council from creating ad hoc committees of
48 limited duration by resolution.

1
2 (d) *Records.* Each board and committee shall maintain attendance records and
3 voting records of each member and shall forward such information to the village clerk.
4 The records shall include the reason given by the board or committee member for any
5 absence.
6

7 (e) *Compensation of members.* Board and committee members shall serve
8 without compensation except as may be provided by ordinance or resolution of the village
9 council.
10

11 (f) *General provisions.* Members of village boards and committees:
12

13 (1) Shall serve at the pleasure of the village council and may be removed with
14 or without cause by a vote of the village council;
15

16 (2) Shall be a resident of the village and maintain residency in the village
17 during the term of appointment (unless waived by the village council) and
18 meet such other eligibility requirements as may be established by the
19 village council;
20

21 (3) Shall not hold any employment or office in village government or any
22 contractual relationship with the village;
23

24 (4) Shall serve on only one village board or committee where membership on
25 two boards or committees would violate the constitutional dual office-
26 holding prohibition;
27

28 (5) Shall not appear before the board or committee on which they serve or the
29 village council as an agent or attorney on behalf of any person or entity;
30

31 (6) Shall not have or hold any employment or contractual relationship that
32 will create a continuing or frequently recurring conflict between their
33 private interests and the performance of their public duties or that would
34 impede the full and faithful discharge of their public duties; and
35

36 (7) Shall not initiate any grievance or complaint against any person appearing
37 before the board or committee on which they serve without the approval
38 of the village manager.
39

40 (h) *Terms of members.*
41

42 (1) The terms of members shall be established in the ordinance creating the
43 board or committee. Notwithstanding the foregoing, the village council
44 may, at the time of appointment, modify the term of any member in order
45 to provide for staggered terms.
46

47 (2) Members whose terms have expired shall continue to serve until their
48 successors are appointed.
49

- 1 (3) Board and committee members may be reappointed to successive terms.
2
3 (4) Appointments to fill vacancies on any board or committee shall be for the
4 remainder of the unexpired term.
5
6 (i) *Officers.*
7
8 (1) All boards and committees shall, at a meeting during the month of May,
9 elect a chairperson, a vice-chairperson, and any other officers as the board
10 deems necessary. The chairperson shall preside at board meetings and
11 shall be the official spokesperson for the board. The term of the
12 chairperson shall be for one-year, and any person who has served as
13 chairperson for one term shall not serve as chairperson during the
14 following year. However, beginning one year after termination of his or
15 her term as chairperson, he or she may again serve as chairperson.
16
17 (2) The vice-chairperson shall assume the duties of the chairperson in the
18 absence of the chairperson. At any meeting where the chairperson and the
19 vice-chairperson are absent, the board or committee shall appoint a
20 chairperson pro tempore to assume the duties of the chairperson.
21
22 (j) *Rules.* Each board and committee shall adopt rules and regulations
23 regarding the manner of conducting its meetings, which shall be consistent with the rules
24 and regulations prescribed by the village council. Each board and committee shall adhere
25 to the basic rules of parliamentary procedure, which require that:
26
27 (1) All items of business and motions that are properly before the board or
28 committee are fully and freely discussed;
29
30 (2) Only one (1) issue or motion be considered at a time;
31
32 (3) All members direct their remarks to the chairperson and wait to be
33 recognized by the chairperson;
34
35 (4) While majority rules, the rights of the minority are protected by assuring
36 them the ability to speak and vote; and
37
38 (5) All members refrain from making personal remarks or otherwise attacking
39 the motives of other members.
40
41 (k) *Meetings.*
42
43 (1) All village boards and committees shall ~~endeavor to~~ schedule a regular
44 meeting once per month. Meetings shall be held at the call of the
45 chairperson, at such other times as the board or committee may determine,
46 or as otherwise provided by law or ordinance. Special meetings may be
47 called by the chairperson or by written notice signed by a majority of all
48 members and shall not be held unless at least forty-eight (48) hours notice
49 is given to each member and to the village clerk.

- (2) Members shall notify the chairperson if they are unable to attend a meeting. If a quorum will not be present, the scheduled meeting shall be cancelled.
- (3) Minutes shall be kept of the proceedings at each meeting and shall record the official acts taken by the board or committee. Minutes shall be transmitted to, and maintained by, the village clerk.
- (4) All meetings and public hearings of village boards and committees shall be open to the public. All meetings shall be governed by Government-in-the-Sunshine Law, as set forth in F.S. § 286.011.
- (5) Absent exigent circumstances, no board or committee meeting shall begin prior to 5:30 p.m. and all meetings shall be adjourned on or before 11:00 p.m. on the date when the meeting convened.
- (l) *Quorum and required vote.*
- (1) Unless otherwise provided by law or ordinance, a quorum for the transaction of business shall consist of four (4) members.
- (2) The affirmative vote of a majority of those present shall be necessary to take official action. If any motion fails to achieve the affirmative vote of a majority of those present, then such petition or other matter shall be deemed denied.
- (m) *Removal of members.*
- (1) Unless waived by the village council, any member who no longer resides within the village during his or her term shall automatically cease to be a member of the board or committee and shall inform the village clerk's office.
- (2) If any member of a board or committee is absent from three (3) ~~consecutive regular meetings or twenty-five (25) percent of the regular meetings~~ within a twelve-month period (from May 1st to April 30th), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee ~~village council of such absences in writing. Upon consideration of the circumstances pertaining to the member's absences, the village council may retain the member or declare the member's office vacant and promptly fill such vacancy for the unexpired term of office.~~ Within ten (10) days of receipt of notification of his or her removal, the member may appeal his or removal to the village manager in writing. The decision of the village manager shall be final.
- (3) The village manager may, at his or her discretion, remove a member for: attacking the motives of other board or committee members, members of village staff or village consultants; making derogatory, abusive, profane,

1 threatening or vulgar remarks or comments; or for any other conduct that,
2 in the village manager's sole determination, reflects poorly upon the
3 village. The decision of the village manager shall be final.
4

5 (n) *Resignation of members.* Members of boards or committees may resign at
6 any time, by submitting a written letter of resignation to the village clerk.
7

8 (o) *Clerical/technical support.* The village manager may furnish the board or
9 committee necessary clerical services and technical assistance.
10

11 (p) *Dissolution of boards.* Unless otherwise provided by law or ordinance, the
12 village council may dissolve a board or committee if the village council determines that
13 the board is no longer needed to meet the purposes for which it was established.
14

15 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the
16 Village of North Palm Beach.
17

18 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
19 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding
20 shall not affect the remainder of this Ordinance.
21

22 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict
23 herewith are hereby repealed to the extent of such conflict.
24

25 Section 6. This Ordinance shall take effect immediately upon adoption.
26

27 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.
28

29 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2023.
30

31
32 (Village Seal)

MAYOR

34
35 ATTEST:
36
37

38 VILLAGE CLERK
39 APPROVED AS TO FORM AND
40 LEGAL SUFFICIENCY:
41

42 VILLAGE ATTORNEY
43
44

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 12, 2023

SUBJECT: **ORDINANCE 2nd Reading** – Amending the Police and Fire Pension Plan to authorize the Board to adopt an Administrative Policy for Tax Qualification and Increasing the Minimum Distribution Age

The Police and Fire Pension Board is requesting Village Council consideration and approval of the attached Ordinance revising Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of Article V, "Pensions and Retirement Systems," of Chapter 2, "Administration," of the Village Code of Ordinances to ensure continued compliance with all applicable Internal Revenue Code requirements. Specifically, the proposed Ordinance provides for the following revisions:

- An amendment to Section 2-159 (Creation of Plan and Trust) of the Village Code to specifically reference the applicable Treasury Regulations and require the Board of Trustees for the Pension Plan to adopt an administrative policy setting for the required provisions for tax qualification. This will allow the Board, in consultation with its legal counsel, to make appropriate changes to the Plan to maintain its tax qualified status due to changes to the Internal Revenue Code.
- An amendment to Section 2-161 (Benefit Amounts) and Section 2-170.1 (Deferred Option Benefit Plan – DROP) to increase the required minimum distribution age from 70½ to 72 to comply with changes to the Internal Revenue Code.

As set forth in the letter from Foster and Foster, the Plan Actuary (copy attached), the proposed changes will have no impact on the assumptions used in determining the funding requirements of the Plan.

At its December 8, 2022 meeting, the Village Council unanimously adopted the Ordinance on first reading without modification.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending the Police and Fire Pension Plan to authorize the Board to adopt an administrative policy to maintain its tax qualified status and increase the required minimum distribution age as required by the Internal Revenue Code.

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSIONS AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-159, "CREATION OF PLAN AND TRUST," TO AUTHORIZE THE BOARD TO ADOPT AN ADMINISTRATIVE POLICY FOR TAX QUALIFICATION TO ENSURE CONTINUED COMPLIANCE WITH INTERNAL REVENUE CODE REQUIREMENTS; AMENDING SECTION 2-161, "BENEFIT AMOUNTS," AND SECTION 2-170.1, "DEFERRED OPTION BENEFIT PLAN," TO INCREASE THE REQUIRED MINIMUM DISTRIBUTION AGE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village sponsors a retirement plan for its police and fire employees known as the Village of North Palm Beach Fire and Police Retirement Fund (the "Plan"). The Plan is administered by a Board of Trustees (the "Board");

WHEREAS, the Village Council recognizes that changes to the Internal Revenue Code may happen quickly and frequently and that there is a benefit in authorizing the Board, in consultation with its legal counsel, to make appropriate changes to the Plan in order to maintain the Plan's tax qualified status; and

WHEREAS, effective January 1, 2020, the Internal Revenue Code was amended by increasing the required minimum distribution age from 70½ to 72; and

WHEREAS, the Village Council wishes to amend the Plan to incorporate an administrative policy on tax qualification and to raise the required minimum distribution age and determines that the adoption of this Ordinance is in the interest of the public health, safety and welfare of the Village and its residents.

NOW, THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing "whereas" clauses are hereby ratified as true and are incorporated herein.

Section 2. The Village Council hereby amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinances as follows (additional language is underlined and deleted language is ~~stricken through~~):

Sec. 2-159. Creation of plan and trust.

(a) *Creation of trust.* A pension and retirement system for full-time firefighters and police officers of the village is hereby established to provide

1 retirement, survivor and disability benefits as provided by this division. The system
2 shall be known as the Village of North Palm Beach Fire and Police Retirement Fund
3 and is intended to be a tax qualified plan under Internal Revenue Code Section 401(a)
4 and the corresponding Treasury Regulations applicable to meet the requirements of a
5 governmental plan as defined in Internal Revenue Code Section 414(d). In recognition
6 of the changing requirements of retirement system qualification, the Board shall adopt
7 an administrative policy setting forth the required provisions for tax qualification.
8 Such a policy shall be amended by the Board as required to maintain continuing
9 compliance with the Internal Revenue Code and that policy and any amendments
10 thereto shall have the force of law as if adopted by the Village Council.

11 * * *

12
13
14 **Sec. 2-161. Benefit amounts.**

15 * * *

16
17
18 (i) *401(a)(9) Required Distributions.*

- 19 (1) Effective for distributions after December 31, 1996, in accordance with
20 Internal Revenue Code Section 401(a)(9), all benefits under this Plan
21 will be distributed, beginning not later than the required beginning date
22 set forth below, over a period not extending beyond the life expectancy
23 of the member or the life expectancy of the member and a beneficiary.
- 24 (2) Any and all benefit payments shall begin by the later of:
- 25 a. April 1 of the calendar year following the calendar year of the
26 member's retirement date; or
- 27 b. April 1 of the calendar year following the calendar year in
28 which the member attains age ~~seventy and one-half (70 1/2)~~
29 seventy-two (72), provided the Member had not attained age
30 seventy and one-half by December 31, 2019.
- 31 (3) If an employee dies before his entire vested interest has been distributed
32 to him, the remaining portion of such interest will be distributed at least
33 as rapidly as provided for under this Plan and will comply with the
34 incidental death benefit under Internal Revenue Code Section
35 401(a)(9)(G).
- 36 (4) All distributions under this Plan will be made in accordance with this
37 section, Internal Revenue Code Section 401(a)(9) and the regulations
38 thereunder, notwithstanding any provisions of this Plan to the contrary,
39 effective beginning.

40 * * *

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(p) Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9), i.e., payments must commence by age ~~70.5~~ 72.

Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of this Ordinance.

Section 4. The provisions of this Ordinance shall become and be made part of the Code of the Village of North Palm Beach, Florida.

Section 5. If any action, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held be a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 6. All ordinance or parts of ordinances and resolutions or parts of resolutions of the Village of North Palm Beach, Florida, which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be effective immediately upon adoption.

PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

October 13, 2022

VIA EMAIL

Board of Trustees
Village of North Palm Beach
Firefighters' and Police Officers' Pension Board

Re: Village of North Palm Beach
Fire and Police Retirement Fund

Dear Board:

As requested by Bonni Jensen via September 23, 2022 email, we have reviewed the proposed Ordinance, amending the following Sections:

Sec. 2-159 – Reference to applicable Treasury Regulations added. Additionally adopting an administrative policy for maintaining compliance with the Internal Revenue Code.

Sec. 2-161 and 2-170.1 – An increase in the age for required minimum distribution of benefits from 70 ½ to 72.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

Because the above proposals do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Bonni Jensen, Plan Attorney

**VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGERS OFFICE**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Rick Jenkins, Police Chief

DATE: January 12, 2023

SUBJECT: **RESOLUTION – Amendment to the Villages Master Fee Schedule to Increase the Hourly Rate for Police Department Special (Off-Duty) Details**

After encountering difficulties in staffing special details, the Department conducted a comparison analysis to determine the Off Duty Police Detail rate that is charged to vendors by other local agencies. Upon completion of this analysis, Staff determined that that the Village currently charges vendors a lower fee for this service than other jurisdictions and pays police officers at a lower hourly rate. The Master Fee Schedule currently provides for a vendor hourly cost of \$55.00.

The standard practice has changed to include compensation for supervisory and holiday staffing requirements. Consequently, the Department is recommending updating the Master Fee Schedule to increase the cost of this service to the breakdown described below and include an additional premium rate for supervisor and holiday coverage to remain competitive. Holidays are defined in the current PBA Collective Bargaining Agreement (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day).

Description		Vendor Hourly Cost	Employee Hourly Rate
Police Officer	Not a Holiday	\$66.00	\$60.00
	Holiday	\$82.50	\$75.00
Police Sergeant	Not a Holiday	\$71.50	\$65.00
	Holiday	\$88.00	\$80.00

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Village Council consideration and approval of the attached Resolution amending the Master Fee Schedule adopted as part of the Annual Budget to modify the rate and rate structure for Police Department Special (Off Duty) Details in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE MASTER FEE SCHEDULE ADOPTED AS PART OF THE FISCAL YEAR 2023 BUDGET TO MODIFY THE FEES FOR POLICE DEPARTMENT SPECIAL (OFF DUTY) DETAILS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 2022-16 (“Budget Ordinance”) on September 22, 2022, the Village Council adopted a Master Fee Schedule as part of the annual budget for Fiscal Year 2023; and

WHEREAS, Section 6 of the Budget Ordinance provides that the Village Council may revise the Master Fee Schedule by Resolution during the Fiscal Year without need to amend the Budget Ordinance; and

WHEREAS, at the recommendation of Village Staff, the Village Council wishes to amend the Master Fee Schedule to modify the hourly fee charged for Police Department Special (Off Duty) Details; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and property owners of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council hereby amends the Master Fee Schedule for Fiscal Year 2023 as follows (additional language is underlined and deleted language is ~~stricken through~~):

Police	
<u>Description</u>	<u>Fee</u>
Outside Services (Special Details) (<u>per hour</u>)	<u>\$55.00</u>
<u>Police Officer (Non-Holiday)</u>	<u>\$66.00</u>
<u>Police Officer (Holiday)*</u>	<u>\$82.50</u>
<u>Police Sergeant (Non-Holiday)</u>	<u>\$71.50</u>
<u>Police Sergeant (Holiday)*</u>	<u>\$88.00</u>
<u>*Holiday rates are in effect on the following days: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day.</u>	

Section 3. All other provisions of the Master Fee Schedule, to the extent not specifically addressed herein, shall remain in full force and effect.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Rick Jenkins, Police Chief

DATE: January 12, 2023

SUBJECT: **RESOLUTION – Approving the Sole Source Purchase of Crash Data Retrieval Tools and Software from Crash Data Group, Inc.**

During the Fiscal Year 2022-2023 budgetary process, the Village's Police Department requested the purchase of crash data retrieval tools and software. These funds were approved and allocated to the Police Department Operating Budget Account Number A5711-35111 (Computer Supplies).

Bosch Automotive Service Solutions, Inc. is the sole manufacturer of the required crash data retrieval tool products, and Crash Data Group, Inc. is the sole source distributor of the retrieval units, accessories and software. The total cost of the purchase is \$41,350.00, which is within the amount budgeted for this purchase.

The sole source letter, price quote and additional back up information is attached for your review.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Police Department	A5711-35111	Computer Supplies	\$ 41,350

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution authorizing the sole source purchase of Bosch crash data retrieval tools and software from Crash Data Group, Inc. in an amount not to exceed \$41,350.00, with funds expended from Account No. A5711-35111 (Police Department – Computer Supplies), and authorizing the Interim Village Manager to take all actions necessary to effectuate the purchase in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE SOLE SOURCE PURCHASE OF BOSCH CRASH DATA RETRIEVAL TOOLS AND SOFTWARE FROM CRASH DATA GROUP, INC. FOR USE BY THE POLICE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Police Department requested approval of the sole source purchase of Bosch crash data retrieval tools and software from Crash Data Group, Inc.; and

WHEREAS, the Village's purchasing policies and procedures require Village Council approval for all sole source purchases in excess of \$25,000; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council approves the sole source purchase of Bosch crash data retrieval tools and software from Crash Data Group, Inc. at a total cost of \$41,350.00, with funds expended from Account No. A5711-3511 (Police Department – Computer Supplies), and authorizes the Interim Village Manager to take all steps necessary to effectuate the purchase.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Rick Jenkins, Police Chief

DATE: November 22, 2022

SUBJECT: **RESOLUTION – PURCHASE OF CRASH DATA RETRIEVAL UNITS,
ACCESSORIES AND SOFTWARE**

During the Fiscal Year 2022-2023 budgetary process, your Police Department requested the purchase of crash data retrieval tools and software. These funds were approved and allocated to the Police Department Operating Budget Account Number A5711-35111 (Computer Supplies).

Bosch Automotive Service Solutions Inc. is the sole manufacturer of the Bosch Crash Data Retrieval Tool products. Total cost of this purchase is \$ 41, 350; within budgeted amount.

Sole source letter, price quote and additional back up information is attached for your review.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Police Department	A5711-35111	Computer Supplies	\$ 41,350

Recommendation:

Village's Police Department recommends Village Council's consideration and approval of the purchase with funds expended from the budgeted Computer Supplies accounts and authorizing the Village Manager to take all action necessary to effectuate the purchase in accordance with Village policies and procedures.



Village of North Palm Beach Purchase Order Requisition Form

Date of Request: 11/03/22
(mm/dd/yy)

Department: Police

For Finance Only:

Vendor # _____

Tax ID _____

PO # _____

Vendor Information

Vendor Name: Crash Data Group Inc.

Pay To: _____

Attention: _____

Address: P. O. Box 892885

Address: _____

City: Temecula

State: CA

Zip: 92589

Phone #: 800.280.7940

Fax #: _____

Purchase Order Delivery Method:

Mail: ☐

Fax: ☐

Return to Dept.: ☒

Purpose or Explanation

VHI EDR Data Retrieval - Hachigian

Special Instructions

Please reference Quote #Q12628 on the PO.

Account Information

Qty	Description	Account Number	Account Description	Unit Cost	Amount
1	Purchase	A5711-35111	Computer Supplies	41,350.00	\$ 41,350.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00
					\$ 0.00

Total

\$ 41,350.00

Approvals

Requested By: Hachigian

Finance Director: _____

Department Head: Rick Jenkins

Village Manager: _____

Rick Jenkins

NORTH PALM BEACH POLICE DEPT. REQUEST TO PURCHASE

ITEM:	VHI EDR Data Retrieval	REQ DATE:	11/01/2022
ORDERED BY:	PO D. Hachigian		
APPROVED BY :			
VENDOR:	Crash Data Group		
ITEM PRICE:	\$41,350.00		

(3) QUOTES ATTACHED: YES _____ NO X

JUSTIFICATION NOTES:

This is for a budgeted items for VHI EDR Data Retrieval.

*****SOLE SOURCE*****

AS711-35111 Current Balance \$83,912

SERGEANT APPROVAL: *SGT SM*

CAPTAIN APPROVAL: [Signature]
11/01/2022

DEPUTY POLICE CHIEF APPROVAL: [Signature]

POLICE CHIEF APPROVAL: _____

SOLE SOURCE PROCUREMENT

"Sole Source" purchasing requires that after every reasonable effort to locate competitive suppliers, there is only one practical source or single vendor for a required supply, service, and/or construction item and such source or vendor is the only one that will meet the needs of the Village of North Palm Beach.

- Directions: 1. Enter description of sole source procurement. 4. Attach sole source letter from vendor.
2. Enter name of sole source vendor and address. 5. Attach proposal from vendor with pricing.
3. Enter the determination and basis for sole source procurement.

1. Description of Item or Service proposed for sole source: Crash Data Retrieval (CDR) units, accessories and software

2. Vendor Name: Crash Data Group LLC

Address: _____

42206 Remington Ave.

Temecula, CA 92590

3. The basis for this sole source determination and the reason no other vendor/product is suitable: _____

Bosch is the manufacturer of the items being purchased. When contacting Bosch, they advised

Crash Data Group is their sole source distributor. Also, for verification, I did check with Google

and I was unable to locate Bosch CDR through anyone else. Bosch is the only maker for

retrieval data that is being requested. There is not another company that has this type of

equipment.

This sole source request has been provided, fully understanding the implications of Section 838.22 of the Florida Statutes:

(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."

(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084."

R. Jenkins
Department Director

Mike Hoff
Village Manager

Date

11/30/20

Date



This letter valid through October 18, 2022

2021 - 2022 CDR Source

Bosch Automotive Service
Solutions Inc.
28635 Mound Road
Warren, MI 48092
Telephone +1(800) 533-6127
www.Bosch.us

To whom it may concern,

Crash Data Retrieval (CDR) units, accessories and software are products of Bosch Automotive Service Solutions Inc. Bosch is the sole manufacturer of the Bosch Crash Data Retrieval Tool products. The CDR products are only available for retail purchase in the United States, Jamaica and Canada through our sole product distributor, Crash Data Group.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Rose', with a long horizontal flourish extending to the right.

Bill Rose
CDR Global Product Manager
Bosch Automotive Service Solutions Inc (AA-AS)
www.bosch.com

Tel: +1 (805) 880-9189
Email : bill.rose@us.bosch.com



This letter valid through October 18, 2022

2021 - 2022 CDR Source

Bosch Automotive Service
Solutions Inc
28635 Mound Road
Warren, MI 48092
Telephone +1(800) 533-6127
www.Bosch.us

To whom it may concern,

Crash Data Retrieval (CDR) units, accessories and software are products of Bosch Automotive Service Solutions Inc. Bosch is the sole manufacturer of the Bosch Crash Data Retrieval Tool products. The CDR products are only available for retail purchase in the United States, Jamaica and Canada through our sole product distributor, Crash Data Group.

Sincerely,

Bill Rose
CDR Global Product Manager
Bosch Automotive Service Solutions Inc (AA-AS)
www.bosch.com

Tel: +1 (805) 880-9189
Email : bill.rose@us.bosch.com



Helping you understand the crash

This letter valid through December 31, 2022

2022 CDR Sole Source Letter

To Whom It May Concern,

BOSCH Automotive Service Solutions

The Bosch Crash Data Retrieval Tool (CDR), including units, accessories and software are products of Bosch Automotive Service Solutions. The CDR products are only available for retail purchase in the United States and Canada through Crash Data Group Inc, Bosch's sole product distributor.

TESLA Motors

The EDR Hardware Kit for Tesla vehicles with genuine Tesla in-car and direct-to-module cables are only available for retail purchase in the United States and Canada through Crash Data Group Inc, Tesla's EDR hardware distributor.

GIT of America (Hyundai and Kia)

The Hyundai EDR Tool Kit and the Kia EDR Tool Kit along with direct-to-module cables, power and adapters are available for retail purchase through Crash Data Group Inc., an authorized distributor for GIT of America. Crash Data Group Inc. offers the Hyundai and Kia EDR Tool kits in exclusive configurations and packaging that is only available through Crash Data Group Inc. in North America.

Sincerely,

A handwritten signature in black ink, appearing to read "S. B. Baker".

Scott Baker
President, Crash Data Group Inc
800-280-7940
sbaker@crashdatagroup.com
www.crashdatagroup.com

Crash Data Group, Inc

PO 892885, Temecula, CA 92589 || 42206 Remington Ave, Temecula, CA 92590
P: (800) 280-7940 | www.crashdatagroup.com | E: crash@crashdatagroup.com



QUOTE

P: (800) 280-7940

E: crash@crashdatagroup.com

QUOTE #	REV
Q12628	

DATE	EXP. DATE	REP	PREP BY
10/31/2022	11/30/2022	DS	

BILL TO	SHIP TO
North Palm Beach PD 560 US Highway 1 N Palm Beach, FL 33408 United States	North Palm Beach PD 560 US Highway 1 N Palm Beach, FL 33408 United States

Payment by Check:

1. Payable to Crash Data Group Inc
2. Mail to:
PO Box 892885
Temecula, CA 92589
3. Reference the "Quote #" on the Check

Purchase Order Instructions:

1. We only accept POs from Government agencies
2. We do NOT accept POs that are less than \$500.00
3. Reference the "Quote #" on the PO
4. All POs must be signed
5. Include the Name, E-mail, and Phone of the purchasing agent
6. All POs must be NET30 Terms and issued to:
Crash Data Group, PO Box 892885, Temecula, CA, 92589
7. POs may be emailed to: crash@crashdatagroup.com

ITEM	DESCRIPTION	QTY	RATE	TOTAL (USD\$)
CDR-PROPWSW	CDR Pro Premium Package: Includes hardware to perform a DLC download in a custom green case. Includes all currently available CDR direct-to-module (D2M) hardware cables & adapters, including FlexRay equipment packaged in a large black custom case. Also includes one-year Bosch CDR software subscription.			30,800.00
TEDR Kit	EDR Retrieval Hardware Kit. Includes all currently available cables, adapters and power to perform in-vehicle and direct-to-module (D2M) downloads on Tesla Model 3, Y, S and X vehicles. All hardware is packaged in a custom hard shell case.		1,400.00	1,400.00
HKDLC	Hyundai/Kia EDR DLC Kit. Includes hardware to perform a DLC download in a custom carrying case, one-year Hyundai EDR software subscription and one-year Kia EDR software subscription			8,950.00
SHIP	Shipping and Handling		200.00	200.00

FEIN: 46-3027670

Download our W9, Sole Source and other documents at
<https://www.crashdatagroup.com/documents/>

SUBTOTAL	\$41,350.00
SALES TAX (0.0%)	\$0.00
TOTAL (USD\$)	\$41,350.00

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Crash Data Group Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 42206 Remington Ave.	Requester's name and address (optional)
	6 City, state, and ZIP code Temecula, CA 92590	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
4	6		-	3	0	2	7	6
							7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date ► 1-7-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Name	ERP Account Code	Note	2019 Actual YTD	2020 Actual YTD	2021 Actual YTD	2022 Budget FY23 (in Progress)	FY2022 Budget: Adopted vs. FY2023-FY23 (in Progress) [% Change]
Total Printing and Binding:			\$4,640	\$11,858	\$3,928	\$6,500	4.615%
Promotional Activities							
EMPLOYEE RELATIONS	A5711-34811	Piper & drummer (\$1,200); Awards ceremony expenses; plaques					
ADVERTISING	A5711-4910	Newspaper advertising	\$2,611	\$2,850	\$4,011	\$4,000	39.25%
ADVERTISING	A5714-4910		\$0	\$0	\$180	\$180	0%
Total Promotional Activities:			\$2,611	\$2,850	\$4,011	\$4,180	37.560%
Office Supplies							
OFFICE SUPPLIES	A5711-35110	Stationary, copy paper, memory cards, USB's	\$5,983	\$4,345	\$5,053	\$6,000	0%
COMPUTER SUPPLIES	A5711-35111	New hires' laptops, air cards & licenses (\$20,400); Laptop replacements (\$2,500); Motorcycle laptop (\$3,500); EDR Black Book Retrieval kit (\$42k)	\$83,912	\$27,651	\$12,652	\$20,200	\$21,287%
OFFICE SUPPLIES	A5714-35110		\$0	\$0	\$0	\$0	
Total Office Supplies:			\$89,775	\$31,996	\$17,704	\$26,200	24.711%
Operating Supplies							
K-9 SUPPLIES	A5711-35211	Annual memberships, annual check-up, food, supplies, etc.	\$3,946	\$9,486	\$5,476	\$6,000	58.333%
FURNITURE/FIXTURE SUPPLIES	A5711-35215		\$0	\$0	\$0	\$0	
MACH. & EQUIP. SUPPLIES	A5711-35217	Boat cleaning supplies. New hire equipment (\$4,500)	\$2,860	\$1,337	\$1,612	\$2,000	295%
AUTO PARTS SUPPLIES	A5711-35218		\$0	\$227	\$0	\$0	
SAFETY SUPPLIES	A5711-35242	Increase for 40 Armor plates and VHR	\$38,392	\$35,188	\$38,961	\$37,500	32%
FURNITURE, FIXTURES & EQUIPMENT	A5711-35243	EOC Furniture, Cabinet replacement	\$6,390	\$9,276	\$7,046	\$10,000	0%
CRIME PREVENTION SUPPLIES	A5711-35248		\$995	\$427	\$989	\$1,000	0%
CHEMICALS	A5711-35260		\$221	\$471	\$427	\$1,400	0%
CUSTOMER SUPPLIES	A5711-35270		\$86,191	\$73,326	\$95,721	\$114,400	35.664%
GAS, OIL & LUBRICANTS	A5711-35280	Awards ceremony & events; Inhouse training & seminars	\$897	\$979	\$945	\$1,200	108.333%
REFRESHMENTS & SUPPLIES	A5711-35293	FTOMarke/KISRT Plus; Police personnel yearly uniform replacement; Crossing guard uniforms; police officers accessories & equipment; Motor uniforms, honor guard uniforms & accessories.	\$27,860	\$31,793	\$30,090	\$34,000	10.294%
UNIFORMS & SHOES	A5711-35294	Taser & Cartridges \$21,727.24; Propaganda & brochures; ammunition; duty rounds; discretionary shooting, qualification & mandatory training; replacement rifles/ammunition and accessories \$13,724.50 for new officers firearms & users.	\$49,018	\$46,630	\$42,967	\$54,200	17.371%
AMMO. & GUN PARTS	A5711-35296		\$0	\$0	\$165	\$2,500	0%
FINGERPRINTING SUPPLIES	A5711-35297	Fingerprint powder, rollers, evidence bags, biohazard containers	\$0	\$3,779	\$350	\$300	0%
FLOWER EXPENSE	A5711-35298	Funeral; retirements	\$0	\$297	\$0	\$0	
SAFETY SUPPLIES	A5714-35242		\$0	\$0	\$0	\$0	
WEAPONS	A5714-35289		\$0	\$0	\$0	\$0	
AMMO. & GUN PARTS	A5714-35296		\$0	\$0	\$0	\$0	
FINGERPRINTING SUPPLIES	A5714-35297		\$0	\$0	\$0	\$0	
Total Operating Supplies:			\$226,666	\$218,215	\$224,749	\$264,500	28.437%
Books, Publications, Subscriptions and Memberships							
BOOKS, PUBLS., & SUBSC.	A5711-35410	Cross references; LE handbooks; Palm Beach Post Digital (\$180); Newspaper (\$239.88)	\$149	\$518	\$413	\$500	20%
MEMBERSHIP & DUES	A5711-35420	ASIS; FBI/NA; IACP; FPCA (\$280); PSCA (750) + 250; PERF; SMIP; NTOA; FCAA; ICAA (Crime Analyst); FRMA (\$145 - Records Clerk)	\$2,726	\$1,894	\$2,585	\$2,385	11.111%
2ND DOLLAR EDUCATION	A5711-35441		\$0	\$0	\$0	\$0	
BOOKS, PUBLS., & SUBSC.	A5714-35410		\$0	\$0	\$0	\$0	
MEMBERSHIP & DUES	A5714-35420		\$5,040	\$0	\$0	\$0	
Total Books, Publications, Subscriptions and Memberships:			\$7,915	\$2,412	\$2,998	\$2,885	12.652%
Training							
CONFERENCE & SEMINARS	A5711-35430	Chief's Association conference	\$200	\$101	\$0	\$500	0%
TRAINING & ED. COURSES	A5711-35440	Crime Analyst; Investigative courses; K-9 accreditation manager; crime prevention; firearms; CJS; crime scene training; Records	\$7,996	\$22,361	\$13,308	\$23,000	0%
CONFERENCE & SEMINARS	A5714-35430		\$0	\$0	\$0	\$0	
TRAINING & ED. COURSES	A5714-35440		\$0	\$0	\$0	\$0	
Total Training:			\$18,166	\$22,462	\$13,308	\$23,600	0%
Total Operating Expenses:			\$538,903	\$960,962	\$985,778	\$1,054,187	24.989%
Capital Outlay							
Other Capital	A5711-16000		\$0	\$0	\$0	\$0	
CAPITAL	A5714-16000		\$0	\$0	\$0	\$0	

**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 12, 2023

SUBJECT: **RESOLUTION** – Approval of Assignment of Planning Services Agreement

On February 18, 2021, the Village Manager approved an Agreement with NZ Consultants, Inc. in the amount of \$25,000 for Current and Long-Range Planning Services in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement with the City of Lake Worth Beach. Through the adoption of Resolution No. 2021-50 on June 24, 2021, the Village Council approved an Amendment to the Agreement to increase the total compensation to \$50,000. Through the adoption of Resolution No. 2022-47 on June 30, 2022, the Village Council approved a Second Amendment to increase the total compensation to \$75,000 and extend the term through the end of Fiscal Year 2022. Through the adoption of Resolution No. 2022-78 on September 22, 2022, the Village Council approved a Third Amendment to increase the total compensation to \$130,000 and extend the term through the end of Fiscal Year 2023.

On December 1, 2022, Chen Moore and Associates, Inc. acquired NZ Consultants, Inc. Consequently, NZ Consultants is requesting that the Agreement for Planning Services be assigned to Chen Moore and Associates. The same planning team will be providing services to the Village, and the terms and conditions of the Agreement remain unchanged.

There is no fiscal impact.

Recommendation:

Village Staff requests Village Council consideration and adoption of the attached Resolution approving the Assignment of Planning Services Agreement from NZ Consultants, Inc. to Chen Moore and Associates, Inc. and authorizing the Mayor and Village Clerk to execute the Assignment on behalf of the Village.

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN ASSIGNMENT OF PLANNING SERVICES AGREEMENT FROM NZ CONSULTANTS, INC. TO CHEN MOORE AND ASSOCIATES, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE ASSIGNMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On February 18, 2021, the Village Manager approved an Agreement with NZ Consultants, Inc. in the amount of \$25,000 for Current and Long-Range Planning Services in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement with the City of Lake Worth Beach; and

WHEREAS, through the adoption of Resolution No. 2021-50 on June 24, 2021, the Village Council approved an Amendment to the Agreement to increase the total compensation to \$50,000; and

WHEREAS, through the adoption of Resolution No. 2022-47 on June 30, 2022, the Village Council approved a Second Amendment to increase the total compensation to \$75,000 and extend the term through the end of Fiscal Year 2022; and

WHEREAS, through the adoption of Resolution No. 2022-78 on September 22, 2022, the Village Council approved a Third Amendment to increase the total compensation to \$130,000 and extend the term through the end of Fiscal Year 2023; and

WHEREAS, NZ Consultants, Inc. has been acquired by Chen Moore and Associates, Inc., and the parties wish to assign the Planning Services Agreement to the new corporation; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and property owners of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified and incorporated herein.

Section 2. The Village Council hereby approves an Assignment of Planning Services Agreement from NZ Consultants, Inc. to Chen Moore and Associates, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Assignment on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

ASSIGNMENT OF PLANNING SERVICES AGREEMENT

This Assignment of Planning Services Agreement is made as this ____ day of January, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation (“Village”) and CHEN MOORE AND ASSOCIATES, INC., a Florida corporation, 500 South Australian Avenue, Suite 850, West Palm Beach, Florida 33401, whose FEIN is 59-2739866.

WHEREAS, on February 18, 2021, the Village entered into an Agreement for Current and Long-Range Planning Services with NZ Consultants, Inc. (“Agreement”) in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement between NZ Consultants, Inc. and the City of Lake Worth Beach; and

WHEREAS, the parties subsequently executed a number of amendments to the Agreement, the most recent being a Third Amendment executed on September 22, 2022 to increase the total amount of compensation to \$130,000 and extend the term of the Agreement through September 30, 2023; and

WHEREAS, NZ Consultants, Inc. has been acquired by Contractor, and the parties wish to assign the Agreement to the new corporation under the same terms and conditions.

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

1. Recitals:

The foregoing recitals are hereby ratified as true and correct and are incorporated herein.

2. Assignment and Acceptance:

The parties hereby agree to the assignment of the Agreement for Current and Long-Range Planning Services from NZ Consultants, Inc. to Chen Moore and Associates, Inc. Contractor accepts the assignment and agrees to assume and be bound by all obligations, terms and conditions set forth in the Agreement, as subsequently amended.

3. Effective Date:

This Assignment shall be effective retroactive to December 1, 2022.

4. Existing Agreement:

Except as specifically modified by this Assignment, all terms of the Agreement, as amended, shall remain in full force and effect.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment as of the date and year first above written.

CHEN MOORE AND ASSOCIATES, INC.

By: _____
Cristobal Betancourt
Vice President

VILLAGE OF NORTH PALM BEACH

By: _____
Deborah Searcy, Mayor

ATTEST:

Jessica Green, Village Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Village Attorney

**VILLAGE OF NORTH PALM BEACH
LEISURE SERVICES**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: January 12, 2023

SUBJECT: **RESOLUTION – Second Amendment to Contract with Randy Gillman Enterprises, LLC d/b/a Randy’s Holiday Lighting to include the Community Center**

Through the adoption of Resolution No. 2021-54 on July 8, 2021, the Village Council approved a three-year Contract with Randy Gillman Enterprises, LLC d/b/a Randy’s Holiday Lighting to provide holiday lighting and décor for the 2020 through 2022 holiday seasons at a cost of \$13,970.00 per holiday season. The Contract was presented to the Village Council for approval because the aggregate cost over the three-year term of the Contract exceeded \$25,000.00. Randy Gillman is a Village resident and provided the Village with the lowest cost proposal.

Staff later presented Council with an Amendment to the Contract (Resolution 2021-71 on August 26, 2021) to include holiday lighting and décor for the North Palm Beach Country Club at an additional cost of \$2,347.00 per season, bringing the total cost per holiday season to \$16,317.00. Recently, Council asked staff to add lights at other Village locations as well, including the Community Center. Staff received a proposal from Randy’s Holiday Lighting to light the trunks of 16 Sabal Palms along Prosperity Farms Road as well as the trunks and major branches of 2 large oak trees by the fitness equipment.

Account Information (additional work):

Fund	Department	Account Description	Account Number	Amount
General Fund	Parks and Recreation	Contractual Services	A8028-33491	\$5,800.00

The attached Resolution and Second Amendment have been prepared and reviewed for legal sufficiency by the Village Attorney.

Recommendation: Village Staff recommends Council adoption of the attached Resolution approving a second Amendment to the Contract with Randy Gillman Enterprises, LLC d/b/a Randy’s Holiday Lighting to add holiday lighting at the Community Center to the scope of work at a cost not to exceed \$5,800 in fiscal year 2023, with funds expended from Account No. A8028-33491 (Contractual Services), and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONTRACT WITH RANDY GILLMAN ENTERPRISES, LLC D/B/A RANDY'S HOLIDAY LIGHTING FOR HOLIDAY LIGHTING AND DÉCOR TO INCLUDE THE COMMUNITY CENTER AND THE ADJACENT RIGHT-OF-WAY FOR THE 2022 HOLIDAY SEASON AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE SECOND AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2021-54 on July 8, 2021, the Village Council approved a Contract with Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting to provide holiday lighting and décor for the 2020 through 2022 holiday seasons; and

WHEREAS, through the adoption of Resolution No. 2021-71 on August 26, 2021, the Village Council approved an Amendment to the Contract to include holiday lighting and décor for the North Palm Beach Country Club and adjust the total compensation; and

WHEREAS, the parties wish to again amend the Contract to include holiday lighting at and adjacent to the Community Center and adjust the compensation accordingly; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and property owners of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Second Amendment to the Contract with Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting for holiday lighting and décor for the 2020 through 2022 Holiday Seasons to include Community Center and adjacent the adjacent right-of-way along Prosperity Farms Road for the 2022 Holiday Season at an additional cost of \$5,800.00, with funds expended from Account No. A8028-33491 (Parks and Recreation – Contractual Services), and authorizes the Mayor and Village Clerk to execute the Second Amendment, a copy of which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

SECOND AMENDMENT TO CONTRACT

This Amendment is made as of the ____ day of _____, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and RANDY GILLMAN ENTERPRISES, LLC, a Florida limited liability corporation, d/b/a RANDY'S HOLIDAY LIGHTING, hereinafter referred to as CONTRACTOR.

WHEREAS, on July 8, 2021, the parties executed a Contract whereby CONTRACTOR agreed to provide holiday lighting and décor at facilities owned by the VILLAGE for the 2020 through 2022 holiday seasons; and

WHEREAS, on August 21, 201, the parties executed an Amendment to the Contract to include holiday lighting and décor at the Village of North Palm Beach Country Club; and

WHEREAS, the parties wish to again amend the Scope of Work to include holiday lighting and décor at the Village Community Center and along Prosperity Farms Road for the 2022 holiday season and adjust the Contract price accordingly.

NOW, THEREFORE, in consideration of the mutual representations and obligations contained in the Agreement, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Article 1 of the Contract is hereby amended to include holiday lighting and décor at the Village Community Center and along Prosperity Farms Road within the Scope of Work, as outlined in CONTRACTOR's Estimate dated December 5, 2022, a copy of which is attached hereto in incorporated herein by reference.
2. Article 3 of the Contract is hereby amended to increase the annual compensation paid by the VILLAGE to CONTRACTOR for the 2022 holiday season by Five Thousand Eight Hundred Dollars and No Cents (\$5,800.00).
3. All other provisions of the Contract, as previously amended, to the extent not expressly modified by this Second Amendment, shall remain in full force and effect. This Second Amendment shall be retroactive to December 5, 2022.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment as of the day and year first above written.

CONTRACTOR:

RANDY GILLMAN ENTERPRISES, LLC D/B/A RANDY'S HOLIDAY LIGHTING

By: _____

Print Name: _____

Title: _____

**VILLAGE:
VILLAGE OF NORTH PALM BEACH**

BY: _____
DEBORAH SEARCY,
MAYOR

ATTEST:

BY: _____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY



3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
12/5/2022	11196

Name / Address
Village of North Palm Beach Barbara Bruckner 501 US Hwy 1 N. Palm Beach, FL 33408 561-904-2122, 561-692-9283

Ship To
Village Hall: 501 US Hwy 1 Library: 303 Anchorage Drive Public Safety: 560 US Hwy 1 Clubhouse: 951 US Hwy 1 Anchorage Park: 603 Anchorage Drive

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
*****NOTE THAT THIS QUOTE IS FOR THE COMMUNITY CENTER AT 1200 PROSPERITY FARMS RD***** Light the trunks and major branches of 2 large Oak Trees towards the south end of the community center property (2 oaks side by side up against the sidewalk along Prosperity Farms Rd) with 60 sets of COAXIAL WARM WHITE LED mini lights per tree Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	120	25.00	3,000.00T
Light the trunks of 16 Sabal Palms along the west side of the community center with an average of 7 sets of COAXIAL WARM WHITE LED mini lights per palm (starting at the south end in front of the Black Olive Tree there is a group of 3, 3, 2, 4, 4 - note to not light the 5th Sabal Palm that is in with a group of 4 up next to the building that has the boot on the trunk from top to bottom) Coaxial WARM WHITE LED mini lights (green wire) (these lights have screw together connectors with rubber seals)	112	25.00	2,800.00T
BUCKET TRUCK/EQUIPMENT FEE: INCLUDED	0	0.00	0.00
*This is a contract, make sure you understand the terms before you sign it. *Set-up, maintenance, take-down and storage is included. Maintenance is included from November 15th through January 2nd. Repairs outside of that time will cost extra. Lights can be left up until the end of January at no additional charge. Lights to be left up beyond that time will incur additional charges. All greens (trees, wreaths,		0.00	0.00T
WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.	Subtotal		
	Sales Tax (0.0%)		
	Total		

Print Name _____

Signature _____

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
12/5/2022	11196

Name / Address
Village of North Palm Beach Barbara Bruckner 501 US Hwy 1 N. Palm Beach, FL 33408 561-904-2122, 561-692-9283

Ship To
Village Hall: 501 US Hwy 1 Library: 303 Anchorage Drive Public Safety: 560 US Hwy 1 Clubhouse: 951 US Hwy 1 Anchorage Park: 603 Anchorage Drive

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
<p>garland, menorahs, etc.) must come down by January 15th. Any greens left up beyond January 15th at the customers request, will incur additional charges.</p> <p>*Estimates are valid for only 30 days.</p> <p>*All pricing includes all extension cords, staples, tie wraps, etc. in order to complete each job.</p> <p>*All prices are for leased product, unless otherwise noted.</p> <p>***GFI outlets are notoriously sensitive to tripping. Customers are responsible for resetting all GFIs. There is no way to prevent GFI protected outlets or breakers from tripping when the LIGHTS get wet. They simply must be reset once they are dried out. Please have someone check them each evening to ensure that power is going to the lights.</p> <p>*Electrical receptacles are necessary for each area to be lit.</p> <p>*All trees & palms must be substantially pruned by September 15th or a minimum of 60 days prior to your turn-on date, failure to do so will result in pruning charges.</p> <p>*Hot glue is the only effective way to attach lights to concrete or stucco surfaces and some residue may be left once the lights are removed. We will make every effort to minimize the leftover residue and damage that may occur when removing the lights but the customer may have to make some repairs to the concrete/stucco surfaces after the lights have been removed. Randy's Holiday Lighting will not be responsible for repairing these surfaces if they become damaged during removal.</p> <p>*INSTALLATION DATES are booked upon receiving your signed contract and a 50% deposit.</p> <p>*Removal of all lighting is done from Jan 2nd through Jan 31 unless other arrangements are made in writing. Removal of all greens (Xmas trees, garland, wreaths, menorahs, etc). is done between January 2nd and January 15th.</p>			

WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS,
YOUR SATISFACTION IS GUARANTEED.

Subtotal

Sales Tax (0.0%)

Total

Print Name _____

Signature _____

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com



3718 Interstate Park Rd N
Riviera Beach, FL 33404

Estimate

Date	Estimate #
12/5/2022	11196

Name / Address
Village of North Palm Beach Barbara Bruckner 501 US Hwy 1 N. Palm Beach, FL 33408 561-904-2122, 561-692-9283

Ship To
Village Hall: 501 US Hwy 1 Library: 303 Anchorage Drive Public Safety: 560 US Hwy 1 Clubhouse: 951 US Hwy 1 Anchorage Park: 603 Anchorage Drive

Terms	Rep	Account #	Project
Net 30	RG		

Description	Qty	Cost	Total
<p>*Randy's Holiday Lighting reserves the right to use pictures of the above listed decor in promotional material.</p> <p>*All damages or theft to lights and decorations that we have no control over, i.e. vandalism, theft, damage from lawn maintenance equipment, severe weather, electrical surges, or unpruned palm fronds will be billed as an additional charge to the customer. In the event of a disaster (i.e. hurricane, tornado, etc.) damaged lights/decorations or lights that must be reinstalled will be charged to the customer.</p> <p>*All lights are attached by staples and this pricing reflects using staples. If, for any reason, we cannot use staples, there will be an upcharge for alternate methods of attaching lights.</p> <p>*It is necessary many times to drive our trucks on sidewalks in order to install holiday lights but we will not be responsible for any damage our trucks may do to the sidewalks. If you do not want our trucks to drive on your sidewalks, you must notify us in writing.</p> <p>* Any legal action brought by or against either party under the terms of this Agreement shall be determined by the laws of the State of Florida, and venue and jurisdiction for said action shall be within the county of Palm Beach and the State of Florida, respectively</p> <p>*Randy's Holiday Lighting must be allowed to install lights up to 60 days prior to your turn on date. The lights will remain unplugged until your turn on date, we will ensure that your lights work properly on that date.</p> <p>*We realize that your Holiday lighting is important, if your lights are not working properly or changes need to be made regarding the decorations, please call Randy's cell phone (561-452-8766) to request repair service. We guarantee to repair or replace them within 48 hours upon notice of the problem. **LICENSED & INSURED**</p>			
WE USE ONLY THE HIGHEST QUALITY COMMERCIAL GRADE PRODUCTS, YOUR SATISFACTION IS GUARANTEED.		Subtotal	\$5,800.00
		Sales Tax (0.0%)	\$0.00
		Total	\$5,800.00

Print Name Zak Sherry

Signature 

Phone #	Fax #	E-mail	Web Site
800-687-7703	561-845-8008	randy@randysholidaylighting.com	randysholidaylighting.com

RESOLUTION 2021-54

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH RANDY GILLMAN ENTERPRISES, LLC D/B/A RANDY'S HOLIDAY LIGHTING FOR HOLIDAY LIGHTING AND DÉCOR FOR THE 2020 THROUGH 2022 HOLIDAY SEASONS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited proposals for holiday lighting and décor for the 2020 through 2022 Holiday Seasons; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal from Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting; and

WHEREAS, because the total amount paid to Randy's Holiday Lighting will exceed \$25,000 over the term of the Contract, Village Council approval is required; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting for holiday lighting and décor for the 2020 through 2022 Holiday Seasons at a cost of \$13,970.00 per season for a total cost of \$41,910.00, with funds expended from Account No. A5519-33491 (Public Works/Facilities – Contractual Services), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect retroactive to October 1, 2020.

PASSED AND ADOPTED THIS 8TH DAY OF JULY, 2021.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the 8th day of July, 2021 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and RANDY GILLMAN ENTERPRISES, LLC, a Florida limited liability corporation, d/b/a RANDY'S HOLIDAY LIGHTING, whose Federal I.D. No. is 65-1041522.

WHEREAS, the VILLAGE is in need of a contractor to provide holiday lighting at facilities owned by the VILLAGE; and

WHEREAS, CONTRACTOR provided the VILLAGE with a Proposal for such services, and the VILLAGE wishes to accept CONTRACTOR'S Proposal in accordance with the terms and conditions set forth in this Contract.

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

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall perform the services for the 2020 (FY 2021), 2021 (FY 2022) and 2022 (FY 2023) holiday seasons as outlined its Estimate dated October 7, 2020, a copy of which is attached hereto and incorporated herein by reference ("Work").

B. CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE through the 2022 Holiday Season, unless otherwise terminated in accordance with Article 8.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in an amount not to exceed Thirteen Thousand Nine Hundred and Seventy Dollars and No Cents (\$13,970.00) for each holiday season, for a total not to exceed Forty-One Thousand Nine Hundred and Ten Dollars and No Cents (41,910.00). **CONTRACTOR has already performed the services for the 2020 Holiday Season, and the VILLAGE has paid CONTRACTOR for all services rendered.**

B. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

C. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

D. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

During the term of this Agreement, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement.
- B. CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation and Automobile Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

ARTICLE 5. PERSONNEL.

A. 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.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONTRACTOR upon thirty (30) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

ARTICLE 10. ACCESS AND AUDITS.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Andrew D. Lukasik, Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting
Attn: Randy Gillman
3718 Interstate Park Road
Riviera Beach, FL 33404

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 13. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, sets 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 14. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 15. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 16. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 17. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 18. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 19. SURVIVABILITY.

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.

ARTICLE 20. WAIVER OF SUBROGATION.

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.

ARTICLE 21. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 22. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 23. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 24. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 25. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 26. PUBLIC 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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

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, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, 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, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 27. E-VERIFY.

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

DARRYL AUBREY,
MAYOR

ATTEST:

BY: _____

JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____

VILLAGE ATTORNEY

RESOLUTION 2021-71

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT WITH RANDY GILLMAN ENTERPRISES, LLC D/B/A RANDY'S HOLIDAY LIGHTING FOR HOLIDAY LIGHTING AND DÉCOR FOR THE 2020 THROUGH 2022 HOLIDAY SEASONS TO INCLUDE THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2021-54 on July 8, 2021, the Village Council approved a Contract with Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting to provide holiday lighting and décor for the 2020 through 2022 holiday seasons; and

WHEREAS, the Contract did not include the holiday lighting and décor for the North Palm Beach Country Club, and the parties wish to amend the Contract to include the Country Club within the scope of work and adjust the cost accordingly; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

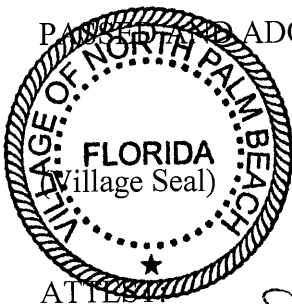
Section 1. The foregoing recitals are ratified as true and incorporated herein.

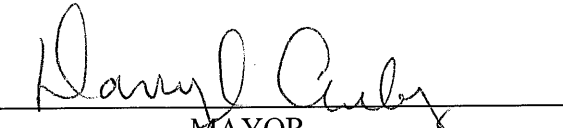
Section 2. The Village Council hereby approves an Amendment to the Contract with Randy Gillman Enterprises, LLC d/b/a Randy's Holiday Lighting for holiday lighting and décor for the 2020 through 2022 Holiday Seasons to include the North Palm Beach Country Club at an additional annual cost of \$2,347.00, with funds expended from Account No. L8059-33491 (Clubhouse Grounds – Contractual Services), and authorizes the Mayor and Village Clerk to execute the Amendment, a copy of which is attached hereto and incorporated herein.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect retroactive to October 1, 2020.

PAW 2021-71 ADOPTED THIS 26TH DAY OF AUGUST, 2021.




MAYOR


VILLAGE CLERK

AMENDMENT TO CONTRACT

This Amendment is made as of the 26th day of August, 2021 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and RANDY GILLMAN ENTERPRISES, LLC, a Florida limited liability corporation, d/b/a RANDY'S HOLIDAY LIGHTING, hereinafter referred to as CONTRACTOR.

WHEREAS, on July 8, 2021, the parties executed a Contract whereby CONTRACTOR agreed to provide holiday lighting and décor at facilities owned by the VILLAGE; and

WHEREAS, the Scope of Work set forth in the Contract inadvertently omitted holiday lighting and décor at the North Palm Beach Country Club; and

WHEREAS, the parties wish to amend the Contract to include the North Palm Beach Country Club within the Scope of Work and adjust the Contract price accordingly.

NOW, THEREFORE, in consideration of the mutual representations and obligations contained in the Agreement, as amended, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Article 1 of the Contract is hereby amended to include holiday lighting and décor at the North Palm Beach Country Club within the Scope of Work, as outlined in CONTRACTOR's Invoice dated June 10, 2021, a copy of which is attached hereto in incorporated herein by reference.
2. Article 3 of the Contract is hereby amended to increase the annual compensation paid by the VILLAGE to CONTRACTOR by \$2,347.00, thereby increasing the total cost per holiday season to Sixteen Thousand Three Hundred and Seventeen Dollars and No Cents (\$16,317.00).
3. All other provisions of the Contract, to the extent not expressly modified by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment as of the day and year first above written.

CONTRACTOR:

RANDY GILLMAN ENTERPRISES, LLC D/B/A RANDY'S HOLIDAY LIGHTING

By: 

Print Name: Randy Gillman

Title: Owner

**VILLAGE:
VILLAGE OF NORTH PALM BEACH**

BY: Darryl Aubrey
DARRYL AUBREY,
MAYOR

ATTEST:

BY: Jessica Green
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: Paul B.
VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
PARKS AND RECREATION**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: January 12, 2023

SUBJECT: **RESOLUTION** – Approving the purchase and installation of new carpet for the upstairs library from Mohawk Carpet Distribution, LLC at a total cost of \$44,596.52

Background:

A few months ago, the Village ordered new furniture for the upstairs library, mobile shelving, and steel wall shelving. These are all part of the upstairs remodel. As part of the remodel, the Village needs to replace the upstairs carpet, which was last replaced in July 2008, over 14 years ago. The average commercial carpet lasts about 7 years, so replacement is overdue.

The current carpet is broadloom, but the new carpet will be modular (carpet tiles), which makes it easier to replace sections that become damaged. The color will be Opal (see attached). Library staff, the Library Advisory Board, and the Friends of the Library all approve of the carpet type and color.

Mohawk Carpet Distribution, Inc. provided a proposal for materials, removal/disposal of the current broadloom, and installation of the new carpet tiles:

Vendor	Cost
Mohawk Carpet Distribution, Inc.	\$44,596.52

Pricing:

The proposal from Mohawk Carpet Distribution, LLC is pursuant to pricing established in an existing contract with the State of Florida (#30161700-20-ACS), expiring October 11, 2023. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. Staff also reached out to Shaw Industries, Inc. for a secondary proposal.

Funding:

Funds for this project were budgeted for FY23. The total cost of the project is \$44,596.52.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927-34622	R & M Carpet/Tile	\$44,596.52

The attached Resolution and Contracts have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase and installation of new carpet for the upstairs library from Mohawk Carpet Distribution, LLC at a total cost of \$44,596.52, with funds expended from Account No. A7927-34622 (R & M Carpet/Tile), and authorizing the Mayor and Village Clerk to execute a Contract relating to this purchase in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT WITH MOHAWK CARPET DISTRIBUTION, LLC FOR THE PURCHASE AND INSTALLATION OF CARPET FOR THE VILLAGE LIBRARY PURSUANT TO PRICING ESTABLISHED IN AN EXISTING STATE CONTRACT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of contractor to provide and install carpeting for the Village Library; and

WHEREAS, Village Staff recommended that the Contract be awarded to Mohawk Carpet Distribution, LLC, pursuant to pricing established in an existing State of Florida Department of Management Services Contract for Flooring Materials, with Related Supplies and Services with CONTRACTOR (Contract No. 30161700-20-ACS); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the citizens and residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Mohawk Carpet Distribution, LLC for the purchase and installation of carpet for the Village Library pursuant to pricing established in an existing State of Florida Department of Management Services Contract for Flooring Materials, with Related Supplies and Services with CONTRACTOR (Contract No. 30161700-20-ACS) and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$44,596.52, with funds expended from Account No. A7927-34622 (Library – Repair & Maintenance Carpet/Tile).

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and MOHAWK CARPET DISTRIBUTION, LLC, 160 S. Industrial Boulevard, Calhoun, Georgia 30701, a Georgia limited liability company authorized to do business in the State of Florida (hereinafter "CONTRACTOR"), whose F.E.I. Number is 58-2173403.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to supply and install carpeting at the Village Library; and

WHEREAS, the State of Florida Department of Management Services approved a Contract for Flooring Materials, with Related Supplies and Services with CONTRACTOR (No. 30161700-20-ACS) utilizing a Master Agreement with Sourcewell ("State Contract"); and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the State Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the State Contract, including all terms, conditions and pricing set forth therein.

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. State Contract. The State Department of Management Services Contract for Flooring Materials, with Related Supplies and Services (No. 30161700-20-ACS) ("State Contract") with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the State Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Proposal dated October 5, 2022, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **\$44,596.52**.
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) days** of the VILLAGE's issuance of the notice to proceed unless otherwise agreed to in writing by the VILLAGE.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (State Contract)
- C. Exhibit "B" (CONTRACTOR's Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the State Contract. Extensions or renewals to the State Contract or any modification including new products, terms, or price changes to the State Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the State Contract expires and no new contract is let by the State, VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the State Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not

limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the State Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract 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. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. 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.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. 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) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, 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, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

MOHAWK CARPET DISTRIBUTION, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY



**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

This Contract is made by and between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Mohawk Carpet Distribution Inc., 160 Industrial Blvd., Calhoun, GA 30701 (Contractor), collectively referred to herein as the "Parties."

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

Sourcewell, a State of Minnesota local government agency and service cooperative competitively procured Flooring Materials, with Related Supplies and Services, and signed contract number 080819-MCD with the Contractor, attached hereto as Exhibit C (Master Agreement). The Master Agreement became effective October 16, 2019, and is scheduled to expire on October 11, 2023. Thereafter, the Master Agreement may be extended for up to one additional one-year period upon request by Sourcewell and written agreement by Contractor.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin February 17, 2020, or on the date the Contract is fully signed by all Parties, whichever is later, and will expire October 11, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit A, Special Contract Conditions.

Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services

2. Renewal.

Upon agreement of the Parties, this Contract may be renewed, in whole or in part, for up to one additional one-year period, subject to prior extension of the underlying Master Agreement between Sourcewell and Contractor. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Contract. This Contract may only be renewed in accordance with section 287.057(13), Florida Statutes. Any renewal will be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

3. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether or not capitalized) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes any and all prior agreements. . This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of, this Contract. Exhibit A modifies or supplements the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract and amendments, with the latest issued having priority.
- b) Exhibit D: Additional Special Contract Conditions (Florida)
- c) Exhibit A: Special Contract Conditions (Florida)
- d) Exhibit B: State of Florida Price Sheet
- e) Exhibit C: Master Agreement

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference will be replaced by the comparable Florida law or regulation.

4. Purchases off this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS number 30161700-20-ACS. State agencies acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Contract and its Exhibits.

Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services

5. Primary Contacts

Department's Contract Manager:

Shaveon Nelson
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Shaveon.Nelson@dms.myflorida.com

Contractor's Contract Manager:

Stacey Ridley
Mohawk Carpet Distribution Inc.
160 S. Industrial Blvd.
Calhoun, GA 30701
Telephone: (706) 879-6582
Email: Stacey_Ridley@mohawkind.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

This space left intentionally blank.

Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, 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
MOHAWK CARPET DISTRIBUTION INC.

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

Tami Fillyaw
Chief of Staff

Date:

Date:

**Alternate Contract Source (ACS)
No. 30161700-20-ACS
For
Flooring Materials, with Related Supplies and Services**

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, 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
MOHAWK CARPET DISTRIBUTION INC.**



Mike Gallman, President
Mohawk Group

February 7, 2020

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**



Tami Fillyaw
Chief of Staff

2/11/2020

Date:

EXHIBIT D

ADDITIONAL SPECIAL CONTRACT CONDITIONS

The following terms supersede or add to the Special Contract Conditions as indicated below.

Subsection 3.2.2 of the Special Contract Conditions is deleted in its entirety.

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 reviewed by the Contractor. 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.

Section 7.4 of the Special Contract Conditions is deleted in its entirety.

1 1.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department and/or Customer, 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.

SPECIAL CONTRACT CONDITIONS

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITIONS.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and Rule Chapter 60A-1, 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 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, and in accordance with section 287.057(13), F.S., and Rule 60A-1.048, F.A.C.

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. A Customer may, at its sole discretion, 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 suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any resulting contract or purchase order. Within 90 days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or a resulting contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

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 Department determines that the performance of the Contractor is not satisfactory, the Department may, at its sole discretion, (a) immediately terminate the Contract, (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will terminate at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A 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 properly certified invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient 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. The Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than 12 months.

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.

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), Florida Statutes. 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, Florida Administrative Code, 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.

The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

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 by the Department or Customer. The Contractor must return any overpayment within 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 within the manner and at the location specified in the Contract and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior or contemporaneous agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, is primarily responsible for the Department's oversight of the Contract. In the event that 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 is primarily responsible for the Contractor's oversight of the Contract performance. In the event that 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 Reporting.

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.

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 Customer 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; 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 the designated nonprofit agency and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in Sections 946.515 and 287.042(1), 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 <http://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, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Governing Law and Venue.

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 any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any 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.

The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., 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 and maintain such status or authorization through the life of the Contract and any resulting contract or purchase order.

5.4 Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the 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 Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.473, F.S. and 215.4725 F.S, respectively. Pursuant to section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their 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

type of 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 five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. 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.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense.

SECTION 6. MISCELLANEOUS.

6.1 Notice of Legal Actions.

The Contractor must notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor must notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action will be grounds for termination for cause of the Contract.

6.2 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 subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.3 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. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract. The Department may assign the Contract to another state agency.

6.4 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of

Florida employees. The Department 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 of its subcontracts under the Contract.

6.5 Risk of Loss.

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. When a Customer or the Department rejects a commodity, Contractor will remove the commodity from the premises within 10 days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within 10 days will be deemed abandoned by the Contractor and the Customer or the Department will have the right to dispose of it as its own property. Contractor will reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.6 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State of Florida inspector. Acceptability customarily requires, at a minimum, an identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories, and National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished must meet all applicable requirements of the Occupational Safety and Health Act and State of Florida and federal requirements relating to clean air and water.

6.7 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.

6.8 Time is of the Essence.

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

6.9 Waiver.

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

6.10 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.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's 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, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for all claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. 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 Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured, as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060

Tallahassee, Florida 32399-0950

7.3 Indemnification.

The Contractor agrees to indemnify, defend, and hold the Department, Customer, 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 Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Without limiting this indemnification, the Department or 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.

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

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

Solely for the purposes of this section the contract manager is the agency custodian of public records, unless another is designated per (e), below.

If, under a resulting contract or purchase order, the Contractor is providing services and is acting on behalf of a public agency, as provided by section 119.0701, Florida Statutes. 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 reasonable time and 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 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; and

(e) 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.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

The Contractor will protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "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. Contractor must retain all documents related to the Contract for five 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: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the state of Florida. Contractor must inform the Department of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department of State of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its 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 of the United States.

Notwithstanding any provision of this Contract to the contrary, the Contractor must notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a 30 minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call will be scheduled. All available information must be shared on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES AND LOBBYING.

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 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 for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 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 execution and during the Contract's term.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to 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. Coordination must be maintained by the Contractor with representatives of the Customer, the Department, or of other agencies involved in the Contract on behalf of the Department.

11.2 Performance Deficiency.

The Department or Customer may, in its sole discretion, notify the Contractor of the deficiency to be corrected, which 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 issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

11.3 Financial Consequences of Non-Performance.

If the corrective action plan is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the Contract. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

11.4 Liquidated Damages.

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 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 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 or Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department or Customer's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department or Customer, but by their nature such damages may be difficult to ascertain. Accordingly, any liquidated damages provisions stated in the solicitation will apply to this Contract. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.5 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 or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 10 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 (2) if delay is not reasonably foreseeable, within five 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 or Customer 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 or Customer 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 or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers 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 cause to have conducted, either or both performance and 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 subcontractor's data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon 15 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 State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained. 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, State of Florida's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department 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 calendar days any arrest for any Disqualifying Offense. The Contractor must notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize 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 days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. <http://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five 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 a criminal misdemeanor or felony record regardless of adjudication (e.g., adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) within the last six 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 or information technology crimes

- (b) Fraudulent practices, false pretenses and frauds, and credit card crimes
- (c) Forgery and counterfeiting
- (d) Violations involving checks and drafts
- (e) Misuse of medical or personnel records
- (f) Felony theft

13.4 Communications and Confidentiality.

The Contractor agrees that it will make no statements, press releases, or publicity releases 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, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and commodities 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.



September 30, 2022
Revision Date: October 05, 2022
Revision Number: 01 Carpet tile only

Julie Morrell / Zakariya Sherman

Turnkey Control # TSI05279

RE: FLOORING PROPOSAL FOR: TSI05279 Village of N Palm Beach / 2nd Floor Library / N Palm Beach FL

Mohawk Carpet Distribution, Inc. - State of Florida #080819-MCD Contract #30161700-20-ACS
Effective February 17, 2020 through October 11, 2023

We are pleased to provide the following quotation for the above referenced job.

MAIN BID

Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
BT284 Datum Modular Tile 24x24 Ecoflex Matrix (10.6667 sy per carton)	Opal	7559	832.00	SY @	\$ 21.07	\$ 17,530.24
BT284 Datum Modular Tile 24x24 Ecoflex Matrix (10.6667 sy per carton)ATTIC STOCK	Opal	7559	85.33	SY @	\$ 21.07	\$ 1,797.90
EnPress Adhesive (4 gal)(PSA or NXT as listed on contract)			7.00	EA @	\$ 132.19	\$ 925.33
Installation Carpet Tile			824.00	SY @	\$ 7.23	\$ 5,957.52
Removal of Broadloom (direct glue down)			690.00	SY @	\$ 4.03	\$ 2,780.70
Removal/Disposal Resilient Flooring			226.00	SF @	\$ 1.32	\$ 298.32
Conventional Furniture Moving (Medium)			129.00	SY @	\$ 4.80	\$ 619.20
Moisture Testing			8.00	EA @	\$ 180.67	\$ 1,445.36
Night/Weekend Labor			792.00	SY @	\$ 4.27	\$ 3,381.84
Install Transition, Standard, Black/Brown/Gold/Silver	Standard Color		24.00	LF @	\$ 1.90	\$ 45.60
	TBD					
Floor Prep - Skim Coating to 1/8 Inch (Labor and Portland Based Material (Excludes Leveling)			6,811.00	SF @	\$ 0.91	\$ 6,198.01
Material/Equipment Rental Rates for Material/Equipment Rental not Listed - Dumpster			1.00	EA @	\$ 1,220.40	\$ 1,220.40
OPEN MARKET ITEMS:						
Demo and Disposal of Ceramic Tile			366.00	SF @	\$ 5.19	\$ 1,899.54
Furnish Transition, Standard, Black/Brown/Gold/Silver	Standard Color		24.00	LF @	\$ 1.94	\$ 46.56
	TBD					
Freight			1.00	EA @	\$ 450.00	\$ 450.00
						Subtotal \$ 44,596.52
						Estimated Sales Tax \$ -
						TOTAL \$ 44,596.52

58401

NOTES:

Based on field measure by: The Flooring Team
Price includes all work as specifically stated in above description for the quantities stated. Any unforeseen circumstances may require additional labor and can be handled through the change order process.
Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
Other services and ancillary items are available through Mohawk. Prices for other services/ancillary items are negotiated between Mohawk and the customer.
The above freight rates are estimates as fuel surcharges fluctuate weekly.
The above reclamation rates are based on 500 sy per project, rates will vary based on material quantity and fuel surcharges.
Ceramic tile material pricing includes standard profile tile product suitable for light to medium indoor commercial applications.
The above carpet install rates include standard/minimal floor prep, clean-up, etc.
When non-asbestos containing cut-back or any incompatible adhesive is present, existing adhesive has evidence of plasticizer migration, or EcoFlex ICT (PVC) products are being installed, the existing adhesive must be properly removed and Mohawk Group's OptiSeal must be applied over the adhesive residue. Chemical adhesive removers cannot be used to remove old existing adhesives.
<http://www.mohawkgroup.com/sitefiles/PDFs/TMGM Modular Installation.pdf>
Prior to installation, Owner is responsible to ensure that substrate falls within moisture tolerance as currently published in Manufacturer's guidelines at www.mohawkgroup.com.
MohawkOne will only be responsible for quantities if installation is provided by MohawkOne.
Ceramic tile furnish and install, in addition to other stated exclusions herein, excludes accessories, trim pieces, specialty tiles, moisture membranes, flashing, wet area installations, setting materials, grout, transitions, freight and fuel surcharges
Mohawk Carpet Distribution, Inc., License Number Collier County, FL LCC20170002039.

EXCLUSIONS (unless specifically included in the above scope of work):

Attic Stock	Cleaning/Waxing of Resilient	Dumpster Cost	Night/Weekend Labor
Bonding Cost	Carpet Cleaning	Asbestos Abatement	Removal & Disposal
Extensive Floor Prep	No thresholds / Door Trimming	Stair Materials	Sales Tax
Protection of Floors	Prefinished Corners	Furniture Moving	Phasing
Resilient Flooring	Special Delivery/Equipment	Trip Charges	Mats
Border Carpet	Union Labor	Moisture Testing and Abatement	

TERMS OF PAYMENT: (Subject to Credit Approval)

* All Materials and Labor - Net 30 Days After Invoice (Material will bill when shipped, labor will bill as phased or upon completion of project).

Prices given are firm for (60) sixty days from proposal date.

Please indicate your acceptance of this proposal by returning your signed purchase order to my attention via fax or email. Should you have any questions, feel free to contact me by phone or e-mail. My contact information is provided below.

Lead Times: Please note that we are a made to order mill and we cannot commence production of any order until a signed purchase order, or a fully executed contract has been received. Lead times are determined by product ordered. Lead times do not start until after the purchase order or fully-executed contract is received.

Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation. This quote does not include moisture remediation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is that all abatement of asbestos contained floor material must be removed and that an AHERA report or Clearance Letter from the asbestos surveyor or from the asbestos abatement contractor must be provided before we will proceed with any work in those areas of asbestos concern. We and our installers consider it the owner's responsibility to ensure proper abatement is performed prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote.

Mohawk
160 S. Industrial Blvd | Calhoun, GA 30701
800-554-6637 | www.mohawkgroup.com



Sincerely,
Teresa Scardino
MohawkOne Project Manager





cc: Melissa Morano

Phone: 706-847-0885
Fax: 706-422-6172
Email: teresa.scardino@mohawkind.com
Cell: 706-847-0885

Prepared by:

Print Date: 12:52 PM 10/05/2022

Tel: Fax:

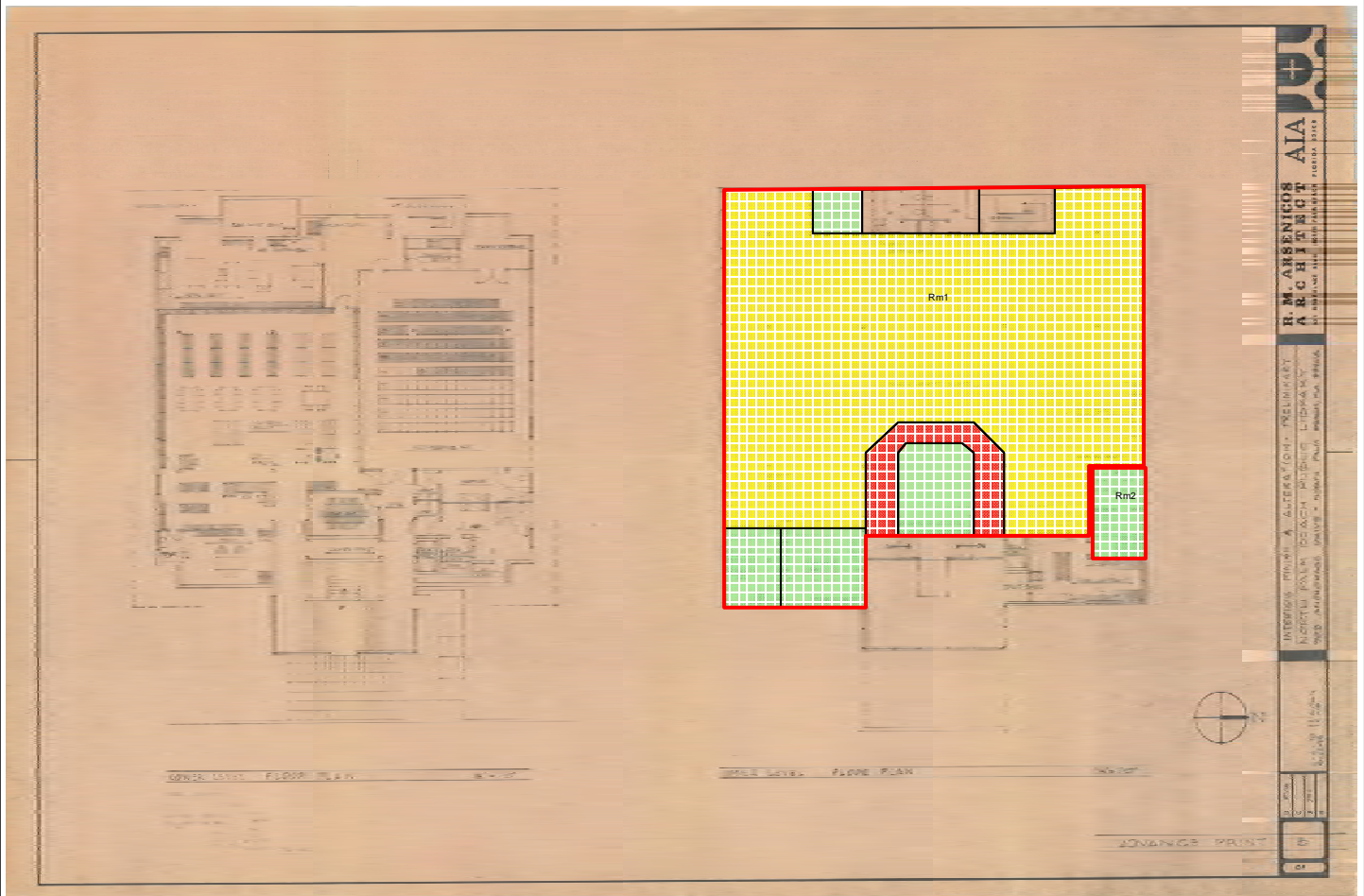
Project Name:		Village of North Palm Beach Library revised Nov 5 21.fepz				
Item Description	Usage/Qty	Linear Length	Floor Area	Perimeter	Seam Length	Waste
 Carpet w/ Library Lift 24"x24" (Mohawk) SY	632.00 SY (79 box(s)) (1412.12 PCs)		5278.94 SF (586.55 SY)	386'1"		6.54%
 carpet 24"x24" (Mohawk) SY	144.00 SY (18 box(s)) (310.49 PCs)		1160.72 SF (128.97 SY)	336'3"		6.54%
 Standard Base LF	758.48LF					4.76%
 Carpet w/ tile demo 24"x24" (Mohawk) SY	48.00 SY (6 box(s)) (98.07 PCs)		366.60 SF (40.73 SY)	138'7"		6.54%

Project: Village of
North Palm
Beach
Library
revised Nov
5 21.fepz

Layer: Main Floor

Prepared by:

Print Date: 12:52 PM 10/05/2022





AMENDMENT NO. 1
To Alternate Contract Source No. 30161700-20-ACS
for
Flooring Materials, with Related Supplies and Services

This Amendment No. 1 ("Amendment"), effective as of the date it is signed by all Parties, to Contract No. 30161700-20-ACS, Flooring Materials, with Related Supplies and Services ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Mohawk Carpet Distribution, Inc. ("Contractor"). The Department and Contractor are collectively referred to herein as the "Parties."

WHEREAS, the Contract was entered into by the Parties on February 17, 2020, to continue through October 11, 2023, for the provision of flooring materials with related supplies and services, pursuant to a Master Agreement between the Contractor and Sourcewell, a State of Minnesota local government agency and service cooperative; and

WHEREAS, the Parties wish to amend the Contract to update certain terms and conditions in accordance with current Departmental practices.

NOW THEREFORE, for the mutual covenants contained herein, the Parties agree to the following:

- 1.0 **Additional Special Contract Conditions.** The Contract is hereby amended to replace Exhibit D, Additional Special Contract Conditions, with Revised Exhibit D, Additional Special Contract Conditions. Revised Exhibit D is attached and hereby incorporated into the Contract.
- 2.0 **Modifications.** The Contract is hereby amended to modify Section 3, Modifications or Additions to Master Agreement, as follows:

3. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether capitalized or not) will, unless the context requires otherwise, mean this document and all incorporated exhibits, which set forth the entire understanding of the Parties and supersedes any and all prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

All exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit D modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and any amendments, with the latest issued having priority

- b) Revised Exhibit D: Additional Special Contract Conditions
- c) Exhibit A: Special Contract Conditions (Florida)
- d) Exhibit B: State of Florida Price Sheet
- e) Exhibit C: Master Agreement

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference will be replaced by the comparable Florida law or regulation.


- 3.0 **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.
- 4.0 **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

Contractor:
Mohawk Carpet Distribution Inc.

DocuSigned by:

By: _____
Name: Tami Fillyaw
Title: Chief of Staff
Date: 11/17/2020 | 8:44 AM EST

DocuSigned by:

By: _____
Name: Mike Gallman
Title: President, Mohawk Group
Date: 11/5/2020 | 9:19 AM PST



ADDITIONAL SPECIAL CONTRACT CONDITIONS

Revised Exhibit D

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department because of any failure of a subcontractor, reseller, distributor, or dealer. The Contract terms are applicable to subcontractors, resellers, distributors, and dealers and shall apply to the Contractor's Applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers providing commodities and performing services in furtherance of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers must have met the following requirements, unless further notated below:
 - 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>) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.
 - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
 - Have a copy of e-Verify Status on file

- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>) *only required by applicable Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers if receiving payment.

D. MFMP Electronic Invoicing: 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.

E. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager 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 Contractor's first Quarterly Sales Report will be due 30 calendar days after the first full quarter following Contract execution.

Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report Form](#). The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

- 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 Federal Employer Identification Number 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.
 - 3) Ad Hoc Sales 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 within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit 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 on the [Transaction Fee and Reporting website](#). Assistance with the transaction fee reporting system is also available from the MFMP Customer Service Desk 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.
- F. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not

penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
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 30 calendar day after the close of each State fiscal quarter	\$250
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 15 th calendar day after the close of each month	\$100

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – due 30 calendar days after close of the period
- Quarter 2 - (October-December) – due 30 calendar days after close of the period
- Quarter 3 - (January-March) – due 30 calendar days after close of the period
- Quarter 4 - (April-June) – due 30 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

- G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
- a. Contract compliance
 - b. Savings report (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

Village of North Palm Beach
Recreation Advisory Board Minutes
November 15, 2022 at 7:00 p.m.
Anchorage Park

Chairman	Bob Bell	(X)	Vice Chair	Don Grill	(X)
Member	Maria Cassidy	(X)	Member	Paul Beach	(X)
Member	Stephen Heiman	(X)	Member	Rita Budnyk	(X)
Member	Mia St John	(X)	Recreation	Stephen Poh	()
Council Rep.	_____	()	Leisure Services	Zak Sherman	(X)

Call to Order: Bob called meeting to order at 7pm.

Roll Call: All Rec board members present. No Council Rep. present.

Approval of Minutes: Bob made motion to approve. Don seconded. Minutes were approved 7-0.

Public Comment: No public comment.

Directors Report:

Director's report for November is below. Highlighted sections represent additional items, concerns, or questions that came up during meeting.

Lakeside Park:

- Split rail fence
 - We added 2 sections of split rail fence by Dr. Higgin's house so no one could drive through his yard to enter the park.
 - We removed split rail fence closer to Mrs. Knoell's house and replaced it with a chain and lock.
 - Don: what was there before the chain?
 - Zak: split rail fence.
 - If any staff needs to enter the park on the south side they will need remove the lock and drop the chain to enter, then replace the chain and lock it up when departing.
 - The 3 sections of fence in parking lot (that was hit by a vehicle) and new golf cart parking area have been completed as well.
- Golf Cart
 - Estimated delivery is December.
 - New ranger starting soon: Alberto Rios.

Anchorage Park:

- New Playground
 - Estimated delivery date is still late November. Zak clarified that is was November 28.

- Council approved purchase of ADA sidewalk and Spin Orbit piece for Anchorage Playground. Brad Powers donated \$25k toward Spin Orbit.
- Will plan grand opening/ribbon cutting
- Dry Storage
 - Working with FPL on plan to underground overhead lines. Have a meeting set up next week.
 - Working with Engenuity on plan to replace fence and put in landscaping.
- Split Rail fence
 - New fencing from new bollard to volleyball courts on north side has been installed.
- Gutters
 - Added some gutters to main building where we didn't have any; also changed washout
- Good customer service example
 - We had a person let us know there was a boy throwing a football into the volleyball net.
 - She said it was causing damage to the nets and she was concerned.
 - It is true this can cause damage, but we didn't want this to end up in a situation where we told a kid he couldn't do this anymore and he ended up never coming back again.
 - We talked as a staff and decided to buy a football net to keep in the building and any kids wanting to use it could come in and ask.
 - We asked him to help pick it out. He was happy.
 - When his mom heard about she was also very thrilled for us doing that.

Marina:

- Boat Ramp
 - Waiting on UESI inspection report.
- South slips
 - Ordered and received 4 new Verkada cameras for south slips.
 - Just waiting on pole fabrication so we can get them installed.
 - Police will not be using slip #17.

Community Center:

- Installed 1 new scanner/printer for staff office.
- Installed Wi-Fi in building.
- Dodgeball Dates
 - Monday, November 21 & 28 from 6:30-8:30pm
 - Monday, December 12 & 19 from 6-8pm
- Youth Flag Football (as of 11/7)
 - We have reached the end of the regular season and are getting ready for playoffs.
 - The playoffs will be 11/09/22 and 11/16/22. The regular season ended as follows:
 - Steelers
 - Eagles
 - Dolphins
 - Packers
 - Week 1 of playoffs:
 - #1 Steelers vs #4 Packers @6:30
 - #2 Eagles vs #3 Dolphins @7:30
 - Week 2 of playoffs:

- Losing team of Game 1 vs Losing team of game 2 @ 6:30
- Winning team of Game 1 vs Wining team of game 2 @7:30
- For the 6-8 year olds the schedule will be as follows:
 - 11/09/22- Vikings vs Raiders@5:30
 - 11/16/22- Vikings vs Dolphins@5:30
 - Note: 6-8 Raiders please have your players show up at 6pm in their uniforms for the trophy presentation and food.
- Starting at 5:30 on the 16th, we will be having our end of the year ceremony.
- There will be a barbeque with hamburgers, hotdogs, and refreshments.
- Once your team plays trophies will be awarded at the presentation table and pictures will be taken by our library volunteers.
- Parents feel free to take pictures of your children while they are presented trophies.
- Lastly Coaches, Jimmy and I will be presenting the overall trophy for the winning team at 8:30 or whenever the final game ends.
- For individual trophies the coaches will be calling out the players' names and having them come forward to receive their trophies.
- We thought it would be a good idea for each coach to nominate an Offensive MVP, Defensive MVP, and a coach's award that you can present in addition to the trophies.
- Youth Soccer and minis soccer
 - Registration starts December 1
 - Soccer: Residents \$95 / Non-Residents \$110
 - Minis soccer: Residents: \$75 / Non-Residents: \$85

Osborne Park:

- Stephen asked PW to remove old water fountain at racquetball court.
- Garden Board
 - Meet us in the Garden Program
 - Tuesday, November 15th @ 6:00pm
 - Bring a Chair & a Beverage
 - Come mingle and meet other community gardeners to hear what they have been up to! This informal NPB Community Garden meeting serves as an opportunity to meet one another, work together, discuss concerns and share ideas for the garden.
- Basketball Court
 - Court is finished; Armor Courts painted and lined the basketball court this week.
- Split Rail Fence
 - New fencing installed by basketball court
- Pineapple Grove apartments
 - We had a resident complain about the fence that is missing a section adjacent the basketball court.
 - Lilly from code has been in discussion with the owners, but so far the issue has not been resolved. Right now it is in code's hands.

Veterans Park:

- Grass is looking nice again, although now we have a few more bricks sticking up due to roots.

Staffing:

- Open positions
 - 1 open Recreation Assistant position at Anchorage
 - 1 open Park Ranger position

Special Events:

- **Bus Trips:**
 - Renaissance Fest & Renningers in Mt. Dora, FL. November 12 & 13. \$165
 - 4-Days,3-nights Savannah, GA. November 27,28,29,30. \$525 Dbl occupancy
- **Special events**
 - Links 5k
 - Packet pickup at club on October 27
 - Race took place October 29 at 7:30 a.m.
 - Location: North Palm Beach Country Club
 - 415 registered for the event. Last year we had 350.
 - Had about 14 volunteers
 - Halloween Festival October 29th
 - Sold about 950 wristbands. Grossed over \$16k!
 - Arts N' Crafts Fall Festival
 - Saturday, November 5 at 9am-4pm.
 - Community Center, 1200 Prosperity Farms Rd.
 - Had about 94 vendors. Event was well attended!
- **Upcoming Events:**
 - Veterans Day Ceremony
 - Tenth Annual Veterans Day Ceremony
 - Friday, November 11, 2022 at 9:00 a.m.
 - Event has been moved to Community Center
 - Refreshments provided by FOL
 - Keynote Speaker: Former U.S. Navy Rear Admiral Frank Drennan

Library:

- Facilities
 - Library new shelving:
 - Expecting wooden shelving to arrive late November
 - New carpet will be ordered once the new wooden shelves on wheels have been installed to make it easier on staff
 - Steel walls shelves may not arrive until December or later, not a problem as that will be easier to transition
 - Four new café style tables have been ordered to replace the ones under the windows upstairs as well as the 2 self-checkout pods. Colors of both have been matched with the new shelves.
 - Purchased 1 new scanner/printer
 - Front benches were repaired, re-sanded, and repainted.
- Read for the Record program
 - With Dr. Searcy's help, we read to 1,318 children at 5 different schools! Zak, Julie, Meagan, and LaVaughn read to students at TCS.
- Speed Dating program
 - Hosted speed dating program at library. The event led to at least 4 successful after-event dates.
 - One person wrote:

- Just wanted to tell you what a wonderful event you put on yesterday. It was beautifully done and I believe very successful. Thanks so much for your effort.

New Business:

- **FRDAP Grants: Discussed options going forward.**
 1. **Community center basketball court (redo basketball courts or redo 2 and leave one for pickleball)**
 2. **Lakeside park basketball court (leave as half court but fix concrete).**
 3. **Osborne park racquetball courts**
 4. **Osborne basketball court (finish other side as basketball court or 3 pickleball courts)**

Old Business:

- **None**

Member Comments: None

Adjournment: Stephen made motion to adjourn. Rita seconded. All in favor.

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

FROM: Chuck Huff, Interim Village Manager

THROUGH: Chad Girard, Acting Public Works Director

DATE: January 12, 2023

SUBJECT: **RESOLUTION** – Approving a Contract with Raftelis Financial Consultants, Inc. d/b/a Raftelis for Overhead Utility Undergrounding Project Financing Assessment Methodology Consulting Services in an amount not to exceed \$64,400 and associated Budget Amendment

Village Staff is recommending Village Council consideration and adoption of a Resolution approving a Contract with Raftelis Financial Consultants, Inc. d/b/a Raftelis for the development of an Assessment Methodology for Overhead Utility Undergrounding Financing in an amount not to exceed \$64,400.

Background:

Undergrounding overhead utilities has been identified as a desired project for the Village:

- The 2016 Citizens' Master Plan identified undergrounding as a lower priority infrastructure project.
- The Village Council has identified undergrounding overhead utilities as a priority in the Village's Annual Strategic Plan.

In addition to the Village's interest in undergrounding overhead utility lines, it is important to note that Florida Power and Light (FPL) has an immediate interest in hardening the power system in the Village. FPL has submitted nine permit applications to harden its energy grid in the Village since July 2019. These permits were submitted to the Village as part of FPL's state-wide initiative to harden facilities by 2024. FPL and the Village have communicated about the status of FPL's hardening initiative and are working collaboratively to implement a plan to underground overhead facilities as opposed to investing in new poles. Undergrounding now, before FPL hardens its overhead facilities, will allow the Village to leverage the lower cost of removing depreciated infrastructure and using a regulatory "credit" from FPL to reduce the cost of the project. The reason for this is that, pursuant to Florida Public Service Commission regulations and the tariff that governs the underground conversion of overhead powerlines, FPL is required to give the Village a 25 percent discount toward the cost of a new, underground power system. Additionally, FPL provides credit for the cost avoidance of overhead hardening projects that FPL has scheduled but is able to cancel due to local undergrounding initiatives.

The Village completed its undergrounding master plan and has received preliminary cost estimates along with a time frame to complete the undergrounding of the overhead utilities within the Village. The Village has also secured a consulting firm to help with securing the funding. The next step is to work with a firm to determine an equitable defensible method to assess the costs among the properties within the Village. Consequently, the Village issued a Request for Proposals (RFP) to obtain the services of a consultant to assist with the development of the assessment methodology that is technically and legally defensible.

Request for Proposal (RFP) Process:

The Village issued the RFP on October 7, 2022 in an effort to identify the most qualified firm to provide utility undergrounding assessment methodology consulting services to the Village.

A Selection Committee consisting of Interim Village Manager Chuck Huff, Acting Director of Public Works Chad Girard and Field Operations Manager Marc Holloway reviewed each of the proposals. The following two firms submitted their proposals on November 8, 2022: Raftelis Financial Consultants, Inc. and Utility Consultants of Florida, Inc. Based upon the Committee's review of the proposals submitted by each firm, the committee chose Raftelis as the consultant to move forward with.

Raftelis has extensive experience in preparation of assessment methodology and recently worked with the Town of Palm Beach in the development of an assessment methodology for their undergrounding project.

Utility Assessment Methodology Scope of Work:

The work will be completed within 6 months of the Village's issuance of a Notice to Proceed and will generally consist of the following:

- Collection of data, including parcel data and evaluation of data to confirm accuracy of data.
- Kick off meeting and Approach / Framework for the methodology
- Develop a Special Benefit Methodology
- Public Workshops / Meetings
- Utility Undergrounding Assessment Report

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Funding:

The following budget amendment utilizes \$64,400 in CIP funds for this project.

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5206-66210	Planning – Construction & Major Renovation	\$64,400	
K5541-66000	Reserve Expenses – Capital		\$64,400
Total		\$64,400	\$64,400

Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution approving a Consulting Services Contract with Raftelis Financial Services, Inc. d/b/a Raftelis for completion of an Assessment Methodology for Overhead Utility Undergrounding in the amount of \$64,400, with funds expended from Account No. K5206-66210 (Planning – Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute the Contract and required Budget Amendment for this study in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE DEVELOPMENT OF AN ASSESSMENT METHODOLOGY FOR OVERHEAD UTILITY UNDERGROUNDING AND AUTHORIZING ITS EXECUTION; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$64,400.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE PLANNING – CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals (RFP) for the development of a technical and legally defensible assessment methodology for the overhead utility undergrounding project; and

WHEREAS, based on the proposals submitted in response to the RFP, the Evaluation Committee recommended awarding the Contract to Raftelis Financial Consultants, Inc. d/b/a Raftelis; and

WHEREAS, the Village Council seeks to amend the current capital projects fund budget to transfer \$64,400.00 from the Capital Reserve Account to the Planning – Construction and Major Renovation Capital Account to fund the purchase of required services; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents and property owners of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Raftelis Financial Consultants, Inc. d/b/a Raftelis for the development of an assessment methodology for the overhead utility undergrounding project, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village. The total cost of the Contract shall not exceed \$64,400.00, with funds expended from Account No. K5206-66210 (Planning – Construction and Major Renovation).

Section 3. In order to fund this expenditure, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5206-66210	Planning – Construction & Major Renovation	\$64,400	
K5541-66000	Reserve Expenses – Capital		\$64,400
Total		\$64,400	\$64,400

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. is 20-1054069.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all services requested under the Request for Proposals for Overhead Utility Undergrounding Project Financing: Assessment Methodology and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall provide all services necessary for the development of an assessment methodology for financing overhead utility undergrounding ("Work"), as required under the VILLAGE's Request for Proposals and CONTRACTOR's proposal thereto, which are attached hereto and incorporated herein by reference and to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

B. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon written notice from the VILLAGE to proceed.

ARTICLE 2. TERM OF CONTRACT.

A. The term of the Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until all goods are delivered and all services performed. Delivery and installation shall be coordinated by the VILLAGE and CONTRACTOR, provided, however, that all services shall be complete within six (6) months of the Notice to Proceed.

B. CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Public Works Director. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Proposals and as stated in CONTRACTOR's Proposal in an

annual amount not to exceed **Sixty-four thousand four hundred dollars and no cents (\$64,400.00).**

B. Services undertaken or expenses incurred that exceed the amount set forth in this Contract without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.

C. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

D. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods have been provided and services performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the required goods and services.

E. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

ARTICLE 6. PERSONNEL.

A. 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.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

This Contract may be cancelled by CONTRACTOR upon thirty (30) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

ARTICLE 9. INSURANCE.

Prior to commencing any Work, CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Proposal Documents. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

ARTICLE 10. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract 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.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every

other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

CONTRACTOR is, and shall be, in the performance this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

ARTICLE 13. NONDISCRIMINATION.

CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 14. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 15. AUTHORITY TO PROVIDE REQUIRED SERVICES.

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services required under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

ARTICLE 16. SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 17. MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by CONTRACTOR of the VILLAGE's notification of a contemplated change, CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and CONTRACTOR shall not commence work on any such change until such written amendment is signed by CONTRACTOR and approved and executed by the VILLAGE.

ARTICLE 18. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to CONTRACTOR shall be mailed to:

Raftelis Financial Consultants, Inc.
Attn: Joe Williams
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 19. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONTRACTOR agree that this Contract sets 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 20. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 21. WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 22. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 23. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 24. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and document referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, including, but not limited to the Request for Proposals and the CONTRACTOR's Proposal, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 25. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 26. SURVIVABILITY.

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.

ARTICLE 27. DEFAULT.

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for immediate termination:

1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the

property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services required pursuant to this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

ARTICLE 28. WAIVER OF SUBROGATION.

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.

ARTICLE 29. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

ARTICLE 30. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 31. PUBLIC 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: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

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, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, 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, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 32. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

[Remainder of page intentionally blank – signatures on next page]

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

RAFTELIS FINANCIAL CONSULTANTS, INC.

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH



RFP NO. 2023-101

**Request for Proposals for
Overhead Utility Undergrounding
Project Financing: Assessment Methodology**

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408
(561) 904-2139

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

**Overhead Utility Undergrounding
Project Financing: Assessment Methodology**

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VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

**Overhead Utility Undergrounding
Project Financing: Assessment Methodology**

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

The Village of North Palm Beach is requesting sealed Proposals for the “**Overhead Utility Undergrounding Project Financing: Assessment Methodology**” at the Village of North Palm Beach Clerk’s Office, 501 U.S. Highway One, North Palm Beach, Florida 33408, until **November 8, 2022 at 2:00 P.M.** Time is of the essence and any Proposal received after the specified date and time, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their Proposal is stamped by the Village Clerk’s Office personnel by the deadline indicated.

The Village of North Palm Beach, Florida is soliciting Proposals for a consultant to develop an Assessment Methodology, in conformance with Florida law, with regard to non-ad valorem special assessments that may be used in connection with funding the Village’s Overhead Utility Undergrounding Project (the “Project”).

Proposals shall be submitted with an original and five (5) copies and one (1) electronic copy in sealed envelopes/packages addressed to the Village of North Palm Beach Clerk’s Office, 501 U.S. Highway One, North Palm Beach, Florida 33408 and marked “RFP No. 2023-101 – Overhead Utility Undergrounding Project Financing: Assessment Methodology Services”.

The Request for Proposals may be obtained from Chad Girard, Acting Public Works Director, at cgirard@village-npb.org or on the Village’s website: www.village-npb.org.

Chad Girard
Acting Public Works Director
Village of North Palm Beach

Publish: The Palm Beach Post – October 7, 2022

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

**Overhead Utility Undergrounding
Project Financing: Assessment Methodology Services**

PART I

PROPOSAL GUIDELINES

1-1 Introduction: The Village of North Palm Beach, Florida ("Village") is soliciting sealed Proposals for a consultant to provide an Assessment Methodology that can be used by the Village for determining its non-ad valorem special assessment "lienability" and related determinations in connection with financing the Village's Overhead Utility Undergrounding Project. The affected utilities are AT&T, Comcast and FPL.

1-2 Proposal Submission and Withdrawal: The Village must receive all Proposals by **2:00 p.m. on November 8, 2022**. The Proposals shall be submitted at the following address:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One
North Palm Beach, FL 33408

To facilitate processing, please clearly mark the outside of the Proposal package as follows: **RFP No. 2023-101 - Overhead Utility Undergrounding Project Financing: Assessment Methodology Services**. This package shall also include the Proposer's return address.

Proposers may withdraw their Proposals by notifying the Village in writing at any time prior to the deadline for Proposal submittal. After the deadline, the Proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, Proposals become a record of the Village and will not be returned to the Proposer(s).

The Village cautions Proposers to assure actual delivery of mailed or hand-delivered Proposals directly to the Village of North Palm Beach Clerk's Office, 501 U.S. Highway One, North Palm Beach, Florida 33408 prior to the deadline set for receiving Proposals. Telephone confirmation of timely receipt of the Proposal may be made by calling (561) 841-3355 before Proposal closing time. Any Proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).


1-3 Number of Copies: Proposers shall submit an original and five (5) copies and (1) electronic copy of the Proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery whether by personal delivery, US Mail or any other delivery medium.

1-4 Development Costs: Neither the Village nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their Proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Contact: After the issuance of this RFP, Interested Proposers shall not contact, communicate with or discuss any matter relating in any way to the RFP with members of the Village Council or any employee of the Village of North Palm Beach other than the Acting Public Works Director. This prohibition begins with the issuance of the RFP and ends upon execution of the final Consulting Services Agreement ("Agreement"). Such communications initiated by a Proposer shall be grounds for disqualifying the offending Proposer from

consideration for award of the Proposal and/or any future Proposal.

1-6 Interpretations and Inquiries: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies discovered in any provisions of the RFP shall be brought to the attention of the Village immediately.

Any **questions** concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and delivered to the Acting Public Works Director no later than at **2:00 p.m., EST on October 22, 2022**. All written inquiries shall be delivered by hand or e-mailed to: 

Chad Girard
Acting Public Works Director
501 US Hwy One
North Palm Beach, FL 33408
E-mail: cgirard@village-npb.org

Submission of a Proposal will serve as prima facie evidence that the Proposer has examined the RFP and is fully aware of all conditions affecting the provision of consulting services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Oral statements will not be binding on the Village and should not be relied upon by the Proposer. Any interpretations of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP documents. Only those interpretations of, or changes to, the RFP that are made in writing may be relied upon.

1-7 The Village's Exclusive Rights: The Village reserves its exclusive right to determine the best interests of the Village and act accordingly, even if the Village's actions involve the disqualification of or other injury to a Proposer. Among other things, the Village reserves the exclusive right to:

- Conduct pre-award discussions with any or all Proposers.
- Conduct interviews of or require presentations by any or all Proposers prior to selection.
- Request that a Proposer modify its Proposal to more fully meet the needs of the Village.
- Contact any person or agency, and conduct any investigation deemed necessary, to obtain additional information about one or more Proposers and/or Proposals.
- Evaluate one or more Proposals without further discussion, submittals or presentations.
- Accept or reject one or more Proposals in part or in whole.
- Request additional information about Proposals.
- Limit and/or determine the actual contractual services to be included in a Consulting Services Agreement.
- Act as a sole judge of Proposers' qualifications.
- Waive any irregularities, deficiencies, and technicalities concerning any Proposal.
- Revise the scope of the RFP.
- Award a Consulting Services Agreement to the Proposer whose Proposal is most advantageous to and in the best interest of the Village.
- Enter into negotiations with any Proposer, or multiple Proposers, for consulting services.
- Request additional Proposals.
- Reject any and all Proposals for any reason.

By submitting a Proposal, all Proposers acknowledge and agree that: (a) no enforceable agreement arises until the Village signs the Consulting Services Agreement; (b) there is no obligation on the part of the Village Council to award the Consulting Services Agreement to the Proposer offering the lowest prices to the Village; (c) the Village Council shall be the sole judge of the procedure used to select a Proposer, and the determination

of which Proposal is most advantageous to or in the best interest of the Village; and (d) each Proposer waives all claims to damages, lost profits, costs, expenses, and attorney's fees, if the Village Council decides that it will not approve the Consulting Services Agreement.

The Village may reject Proposals for any reason that the Village deems sufficient. Among other things, the Village may reject Proposals: (a) if the Proposer misstates or conceals any material fact in the Proposal; (b) if the Proposal does not strictly conform to the law or the requirements of the RFP; (c) if the Proposal is subject to any conditions or qualifications; (d) for budgetary reasons; and (e) if a change occurs that makes the RFP unnecessary or undesirable for the Village.

1-8 Addendum: The Village may record its response to inquiries, proposed modifications and any supplemental instructions in the form of written addenda. The Village may provide written addenda up to seven (7) calendar days before the date fixed for receiving the Proposals. Proposers shall contact the Acting Public Works Director to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive Proposal. Any oral explanation given before the RFP opening will not be binding.

1-9 Contract Awards: The Village anticipates entering into a Consulting Services Agreement with the Proposer who submits the Proposal judged by the Village to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an agreement with the Proposer. An offer or agreement shall not be deemed to exist and is not binding until Proposals are reviewed, accepted as responsive by appointed staff, the best Proposal has been identified, approved by the appropriate level of authority within the Village, and executed by all parties. The Village reserves the right to reject all Proposals, to abandon the RFP and/or to solicit and re- advertise for other Proposals.

1-12 Contractual Agreement: This RFP shall be included and incorporated in the final award utilizing the Village's standard contract. The order of contractual precedence will be the Consulting Services Agreement document, original Request for Proposals, and Proposal submitted by the successful Proposer. Any and all legal action challenging, or necessary to enforce, the award of the Consulting Services Agreement shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida. **Any contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the Proposal.**

1-13 Selection Process: The Proposals will be evaluated and assigned points, and the Proposer with the highest number of points will be ranked first. However, nothing herein will prevent the Village from awarding the Agreement to the Proposal deemed responsive and responsible.

The Village reserves the right to further negotiate any terms of the Agreement, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Village reserves the right to negotiate and recommend award to subsequent Proposers until an agreement is reached.

1-14 Proprietary Information: In accordance with Chapter 119, Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal laws, all Proposers should be aware that the RFP and the responses thereto are in the public domain. Consequently, the Proposers are **required to identify specifically** any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All materials and information received from Proposers in response to this Request for Proposals will become the property of the Village and will not be returned to the Proposers. In the event of award of the Consulting Services Agreement, all documentation produced as part of the Consulting Services Agreement will become the exclusive property of the Village.

By submitting a Proposal in response to this RFP, the Proposer recognizes and agrees that the Village shall not be responsible or liable for the disclosure of any documents or information provided by the Proposer in response to this RFP.

1-15 News Releases: The Proposer shall obtain the prior approval of the Village Manager's Office of all news releases or other publicity pertaining to this RFP, the consulting services, or Project to which it relates.

1-16 Insurance: The Proposer agrees that it will not commence work under the Consulting Services Agreement until all insurance required by this RFP and the Consulting Services Agreement has been obtained and such insurance has been approved by the Village.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Proposer shall furnish Certificates of Insurance to the Village's representative. The Certificates shall clearly indicate that the Proposer has obtained insurance of the type, amount, and classification as required for strict compliance with the Consulting Services Agreement and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Village's representative. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under the Consulting Services Agreement.

Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Consulting Services Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Village's review or acceptance of insurance maintained by the Proposer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the Consulting Services Agreement.

The successful Proposer(s) shall be required to provide insurance coverage as follows:

1-16.1 Professional Liability: The Proposer shall agree to maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$25,000** the Village reserves the right, but not the obligation, to review and request a copy of Proposer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Proposer warrants the Retroactive Date equals or precedes the effective date of the Consulting Services Agreement. The Proposer's Certificate of Insurance shall specify: "Retroactive date - Full prior acts coverage applies." In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Consulting Services Agreement, Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. Proposer shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

1-16.2 Commercial General Liability, Automobile Liability and Workers' Compensation: The Proposer shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence.

Proposer shall agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Proposer shall agree this coverage shall be provided on a primary basis.

Proposer shall agree to maintain during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability in accordance with Chapter 440, Florida Statutes. Proposer shall agree this coverage shall be provided on a primary basis.

1-16.3 Umbrella or Excess Liability: If necessary, the Proposer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest Each Occurrence limit for either Commercial General Liability, Business Auto Liability, or Employers Liability. The Village shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

1-16.4 Additional Insured: The Proposer shall agree to endorse the Village as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read "Village of North Palm Beach, including all Officers, Employees, Elected and Appointed Officials (Utility Undergrounding Project Financing: Assessment Methodology pursuant to RFP No. 2023-101). Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.

1-16.5 Waiver of Subrogation: The Proposer shall agree, by entering into this Consulting Services Agreement, to a Waiver of Subrogation 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 Proposer 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, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Proposer enter into such an agreement on a pre-loss basis.

The Proposer will be required to provide original certificates of such coverage prior to engaging in any activities under the Consulting Services Agreement. No work can be started until the certificates are submitted and approved by the Village.

1-17 Licenses: The Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFP submittal, if required. The Proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-18 Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000.00) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP Proposal forms, Proposer attests that it has not been placed on the "Convicted Vendor List".

1-19 Palm Beach County Code of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the State of Florida with respect to this Proposal, such Proposer may be disqualified from performing the work described in this Proposal or from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals for work, goods or services for the Village.

1-20 Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place ("DFW") programs. Whenever two or more Proposals that are equal with respect to price, quality, and service are

received by the Village for the procurement of commodities or contractual services, a Proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-21 Rights and Privileges: Rights and privileges granted by the Village shall not be assigned or transferred in any manner whatsoever without written approval of the Village. At all times during the term of the Consulting Services Agreement, the Proposer will act as an independent contractor and at no time shall the Proposer be considered an agent or partner of the Village. The Proposer shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-22 Lobbying Prohibited: The Proposers are not to contact or lobby any Village personnel related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Acting Public Works Director as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

1-23 Disclosure and Disclaimer: Any action taken by the Village in response to Proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village or its advisors.

In its sole discretion, the Village may withdraw this RFP either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the RFP. In its sole discretion, the Village may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this RFP.

Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data relating to the Proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Village.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Village, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Village representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analysis in connection with this matter. The RFP is being provided by the Village without any warranty or representation, express or implied, as to its content, accuracy, or completeness, and no Proposer or other party shall have recourse to the Village if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Village that any Proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Village and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Village nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such Proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information.

1-24 Proposal Contents: All material submitted becomes the property of the Village of North Palm Beach. The Village has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the Proposal does not affect this right.

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology Services

PART II

PROJECT REQUIREMENTS

2-1 INTRODUCTION, PURPOSE AND SCOPE OF WORK

The Village of North Palm Beach ("Village") is seeking the services of a qualified consultant, which may be a corporation, limited liability company, partnership, other corporate entity, or individual, to provide the Village a proposed Assessment Methodology that the Village can then review and use in connection with the financing the Village's Overhead Utility Undergrounding Project.

These services will be used to support the Village's Utility Undergrounding Project ("Project"), which will include the conversion of all existing overhead electric power, cable television, internet/broadband, telecommunications, and similar or related facilities to underground facilities. The facilities to be converted include those of Florida Power & Light Company ("FPL"), AT&T, Comcast and any 5G Technology. (It is possible that other utility providers could attempt to insert themselves into the process). There are approximately 37 miles of overhead utilities within the Village.

The successful proposer will develop a proposed Assessment Methodology that will be reviewed and used by the Village in making its "lienability" and related determinations in connection with the financing the Project, and the Assessment Methodology used and applied by the Village must be defensible in a court of law, if challenged. The Village anticipates that assessments pursuant to the Assessment Methodology, as that methodology is ultimately approved by the Village, will be used to pay the annual debt service costs on special assessment revenue bonds. Assessments, if imposed and levied, will be noticed, billed, collected, and enforced using the non-ad valorem special assessment uniform method, pursuant to Section 197.3632, Florida Statutes, so that the annual assessments appear on the property tax notice (bill) to the owner of each property benefiting specially and peculiarly from the improvements to be made by the Project.

The Village may also use the FPL tariff provisions titled "Mechanism for Government Recovery of Undergrounding Fees", abbreviated as "MGRUF", to obtain part of the funds used to pay the debt service on revenue bonds used to finance the Project. Pursuant to the MGRUF tariff, the cost, or a portion of the cost, of converting existing FPL overhead distribution facilities to underground facilities, plus an administrative fee paid to FPL, is recovered through charges on customers' monthly electric bills for an agreed-upon period of up to 20 years. Whether the Village uses MGRUF tariff to recover part of the Project costs is a decision that will be made at a later date. This information is included because the proposals must take into consideration the fact the Village may decide to use the MGRUF tariff as a complementary financing mechanism to recover part, but not all, of the amounts necessary to pay the debt service on revenue bonds used to finance the Project. For clarity, by use of the phrase "complementary financing mechanism" above, the Village intends to convey that the amounts collected via FPL's MGRUF tariff, if any, will reduce the amounts to be collected by special assessments pursuant to the Assessment Methodology. Any amounts that are collected via FPL's MGRUF tariff are not a special assessment, are not and will not be a subject of the Assessment Methodology, and will be separate and apart from amounts collected via special assessments pursuant to the Assessment Methodology adopted by the Village.

Further, it is anticipated that the Village will seek grant funding to assist with project funding. The allocation of funds from any grant sources would need to be considered as well.

2-2 SCOPE OF WORK

The successful proposer must develop an Assessment Methodology that: (a) develops proper and clearly defined principles and criteria that the Village can use in making its “lienability” and related determinations with respect to the financing of the Project, specifically with respect to the Village’s imposition and levy of non-ad valorem special assessments to be collected for the payment (amortization) of revenue bonds that may be used in financing the Project; (b) applies and follows the requirements of Chapter 170, Florida Statutes (2021), and all applicable case law to identify, describe and determine the special benefits that flow, as a logical connection, from the Project peculiar to the property; and (c) applies and follows the requirements of Chapter 170, Florida Statutes (2021), and all applicable case law to apportion the special benefits from the Project in a fair and reasonable manner.

In addition to the above two “lienability” tests, the Village Council must make additional related determinations with the aid of the Assessment Methodology, including but not limited to:

- a. Allocation of costs versus the magnitude of the special benefits fairly and reasonably apportioned;
- b. Allocation of the dollar amount of the assessments as allocated;
- c. General benefits as determined and distinguished from special and peculiar benefits;
- d. Property or parcel classification or categorization as necessary; and
- e. The preliminary non-ad valorem special assessment roll.

No assessment shall be less than the special benefit peculiar to each property as fairly and reasonably apportioned. The Assessment Methodology must ensure the Village Council determinations are informed and non-arbitrary.

The successful Proposer must catalogue the properties in the Village into appropriate groups or categories so as to conform to the foregoing requirements. Such categories may be based on the size of the structure, lot size, location within the Village, or other appropriate categories.

2-3 PROPOSAL REQUIREMENTS

This document is the Village's instrument for soliciting Proposals for the Overhead Utility Undergrounding Project Financing: Assessment Methodology Services work in support of the Village's Utility Undergrounding Project. This RFP is also intended to provide guidance and direction to potential Proposers for their transmittal and submittal of Proposals, and to define the terms, conditions and specifications desired by the Village for the work contemplated by this RFP. Nothing in this RFP is intended to restrict the Village of North Palm Beach in any way in the selection of the Proposal (or Proposals) that best meets the needs of the Village. The Village reserves the right to reject any or all offers and to negotiate changes in Proposals or best and final offers.

2-4 VILLAGE CONTRACT COORDINATOR

The Village's contact person for this RFP is Chad Girard, the Village's Acting Public Works Director. After the Consulting Services Agreement is formalized, all communications and correspondence shall be directed to Mr. Girard at the following address:

Village of North Palm Beach
Acting Public Works Director
501 US Hwy One
North Palm Beach, FL 33408
cgirard@village-npb.org

2-5 VILLAGE CONTRACT

The selected Proposer will be expected to enter into a formal Consulting Service Agreement ("Agreement") at the time of contract award. The Agreement will be prepared by the Village Attorney, will reflect the substantive scope of work described in Section 2-1 above, and will incorporate all applicable terms, conditions, specifications, and commitments set forth in this RFP and in the successful Proposer's Proposal into the Agreement.

The term of the Agreement shall be through the successful closing of the financing of any revenue bonds issued for financing the Project, and the work contemplated by the Agreement may include testimony by the consultant in a bond validation proceeding or in any challenge to the financing or the Assessment Methodology. The Village anticipates that the financing phase for the Project, including the establishment of an assessment roll, will be completed by September 30, 2024.

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology Services

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit one (1) original and five (5) copies and one (1) electronic copy of its Proposal in a clear, concise format, on 8-1/2" x 11" paper, in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the Proposal should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by an owner, principal, or other agent having actual authority to bind the Proposer to the terms of its Proposal.

The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **five (5) copies** and **one (1) electronic copy** to include the following shall be submitted for a Proposer to be considered:

- A. Title Page: Title page shall provide the RFP's subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be written.
- B. Table of Contents: The table of contents of the Proposal should include a clear and complete identification of the materials submitted by section and page number.
- C. Transmittal Letter: This letter will confirm in a brief and concise manner that the Proposer understands the purpose of the RFP, the Proposer's commitment to perform within the anticipated time period, a statement why the Proposer believes its Proposal to be in the best interests of the Village of North Palm Beach, and a statement that the Proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
- D. Technical Proposal and Development Plan: The detailed Proposal should follow the order set forth in this RFP.
- E. Statement acknowledging receipt of each addendum issued by the Village. Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the

following: **"Request for Proposal - RFP No. 2023-101 - Overhead Utility Undergrounding Project Financing: Assessment Methodology Services.**

3-3 TECHNICAL PROPOSAL

General Requirements - The purpose of the Technical Proposal is to demonstrate the qualifications, competence, capacity and methodology of the Proposers seeking contract award. As such, the substance of Proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to provide services to the Village for this engagement. It should also specify an approach that will meet the RFP requirements.

The Technical Proposal should address all of the points outlined in the RFP. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER

An introduction letter introducing your company, including the corporate name (if applicable), address and telephone number of the principal office, number of years in business and size of staff. If your company is not a registered Florida corporation or LLC, you must include a statement, with any appropriate supporting documentation, confirming that your company is authorized to do business in Florida. Include a reproduction of the Proposer's Corporate Charter Registration, if applicable. Indicate the primary person responsible for this Project. The Introduction Letter shall be signed by an individual authorized to bind the company. Briefly state that the Proposer understands the intent of the RFP, and make a positive commitment to perform and complete the scope of work set forth in this RFP.

Section 2: APPROACH TO THE PROPOSED SERVICES

The Proposal shall include a description of the proposed services, with any exhibits or documentation deemed essential, addressing the following issues:

- Overall approach and methods to achieve financing for a fully functional Project
- Describe involvement of the Village Council
- Describe involvement of Village Staff
- Describe current work load of the Proposer's principals and employees who will be assigned to provide services to the Village
- Methodology to implement and accomplish mission
- Fees, charges, and estimated total cost for the services to be provided to the Village

Please provide us with your creative ideas and identify any additional or unique resources, options, capabilities or assets, which your firm will bring to developing the Assessment Methodology for the Village's use in financing the Project.

Section 3: PAST EXPERIENCE

Proposals will only be considered from qualified firms. The Proposal shall include information regarding the Proposer's past performance, including the total number of similar financing methodology or assessment methodology engagements in which the Proposer or the Proposer's principals have been engaged to provide services similar or identical to those sought by this RFP.

The following information shall be included regarding the Company's experience in preparing assessment methodologies for use by Florida municipalities or counties in making their "lienability" and related determinations in connection with financing projects with non-ad valorem special assessments.

Provide a minimum of five (5) references for which you have provided a service within the past five (5) years similar in scope and nature as required by this RFP. These references must include, as a minimum, the name of company or government entity, contact person, address and telephone number, and a general description of the project, the dates, and whether time lines were met.

Letters of Commendation or Recommendations may be included in this section.

Section 4: OPERATIONAL INFORMATION

Proposers shall submit the following information as described in the sections below:

- A. Hours of operation;
- B. Proposed staffing levels;
- D. Provide resumes of all persons who will be involved in the provision of services; and

Section 5: COST DETAIL

Propose a fee schedule and an estimated total cost for the services to be provided pursuant to your Proposal. As indicated on the Evaluation Criteria sheet, this cost information comprises one criterion in the Village's evaluation of Proposals. The Village intends to negotiate an Agreement with the Proposer who submits the Proposal that the Village determines will best meet the needs of the Village in making its "lienability" and related determinations with respect to financing the Project, taking into account all factors, including the quality and cost of the services to be provided. For clarity, the Village may negotiate an Agreement with a Proposer whose fees and total cost estimate are greater than those of other Proposers.

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD – The Village will select the Proposal or (Proposals) deemed most advantageous to the Village based on the evaluation criteria. The Selection Committee will rank those Proposers whose Proposals are deemed most qualified.

The Village reserves the right to select the Proposal which, in the opinion and sole discretion of the Village, will be in the best interest of and/or most advantageous to the Village. The Village reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

4-2 SELECTION COMMITTEE – A Selection Committee will convene, review and discuss all Proposals submitted.

4-3 REVIEW OF PROPOSALS – The Selection Committee will use a point/percentage formula during the review process to score Proposals.

4-4 EVALUATION CRITERIA – The criteria and weights as shown herein shall be used in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which Proposal best meets the needs of the Village, based on the evaluation criteria. It is expected that an Agreement will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on Qualifications and Experience, Quality of Services, Approach to Proposed Services, Creative Ideas, Operational Information, Financial Information, and Cost Detail.

4-5 INNOVATIVE CONCEPTS AND RECOMMENDATIONS – Any innovative concepts and recommendations for expansion or enhancement of the project financing support services to be provided to the Village that the Proposer considers pertinent for consideration should be included in the Proposal.

4-6 SELECTION – The selection process for this RFP will be a competitive process. Initially, the Selection Committee will evaluate and rank all qualified and responsive Proposals. Additionally, the Committee may receive oral presentations prior to recommending to the Village Council that a contract be awarded to the firm determined to be the most qualified to provide the consulting services required. The Village's decision to award and execute an Agreement shall be based on all the information submitted by the Proposer, including a thorough review of all references provided, based upon criteria set forth herein.

4-7 ORAL PRESENTATIONS – Upon completion of the evaluation of all written Proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights determined by the Selection Committee. Additionally, during the oral presentations, the Proposers shall include (but not be limited to) their approach to the proposed services. The proposed Project Manager should be in attendance.

4-8 FINAL SELECTION – The Selection Committee will submit the recommended award to the highest ranked Proposer to the Village Council for final approval. The Village will select the firm that meets the best

interests of the Village. The Village shall be the sole judge of its own best interests, the Proposals, and the resulting negotiated Agreement. The Village's decisions will be final.

VILLAGE OF NORTH PALM BEACH

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Overhead Utility Undergrounding Project Financing: Assessment Methodology

PROPOSAL PAGE

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for Proposals:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The hereby undersigned representative submits this Proposal and certifies that he or she is an authorized representative of the Proposer who may legally bind the Proposer.

***SIGNATURE:** _____

Name: _____ **Title:** _____

Company: _____ **Address:** _____

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____

***Failure to affix signature will result in disqualification of Proposal.**

Name of Contact Person: _____

Address: _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

VILLAGE OF NORTH PALM BEACH

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Overhead Utility Undergrounding Project Financing: Assessment Methodology

PROPOSER'S QUALIFICATIONS

The Vendor, as a result of this Proposal, MUST hold a valid County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each Proposer MUST complete the following information and submit with their Proposal in order to be considered.

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____

2. Check One: Corporation () LLC () Partnership () Individual () Other ()

3. If Corporation, LLC, or other registered business entity, please state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, LLC, or other business entity, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

6. The Proposers' length of time in business: _____ years

7. The Proposer's length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least five references as described herein.

9. Copies of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposer will be analyzed by the Village of North Palm Beach and may be a factor considered in awarding any resulting Consulting Services Agreement. The purpose is to ensure that the Proposers, in the sole opinion of the Village of North Palm Beach, can sufficiently

and efficiently perform all the required financing assessment methodology services in a timely and satisfactory manner as will be required by the subject Consulting Services Agreement. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

LIST OF PROPOSED SUBCONTRACTORS/SUBCONSULTANTS

The undersigned Proposer hereby designates, as follows, all major subcontractors/subconsultants whom he/she proposes to utilize for the major areas of work for the proposed services. The bidder is further notified that all subcontractors/subconsultants shall be properly licensed, bondable, and shall be required to furnish the Village of North Palm Beach with Certificates of Insurance in accordance with the Agreement's general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's Proposal. (If no subcontractors are proposed, state "None" on the first line below)

Name and Address of Subcontractor Scope of Work License #

1.		

2.		

3.		

4.		

5.		

Signature and Date _____

Title/Company _____

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the 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, Florida Statutes, 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.

Bidder's Signature

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity

submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH NOVEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2021
by _____, who is personally known to me or produced _____ as
identification.

Notary Public
My Commission Expires:

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

- a. Does not participate in the boycott of Israel; and
- b. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:

- a. Is not on the Scrutinized Companies with Activities in Sudan List; and
- b. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- c. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2021
by _____, who is personally known to me or produced _____ as
identification.

Notary Public
My Commission Expires:

VILLAGE OF NORTH PALM BEACH**RFP NO. 2023-101****Overhead Utility Undergrounding Project Financing: Assessment Methodology****EVALUATION CRITERIA**

Criteria	Maximum Score
Qualifications, Experience and Capability of Professional Personnel <ul style="list-style-type: none">• Expertise, qualifications and experience of the firm, its principals and other personnel to be assigned to the Project, and any subcontractors/subconsultants relevant to the Scope of Work, specifically including work on utility underground projects involving FPL• Availability of qualified personnel• Ability to meet set standards• Previous contracting experience with other governmental agencies, especially in Florida• Evidence of insurance	25 points
Willingness and Ability to Meet Time Requirements <ul style="list-style-type: none">• Willingness to work with Village staff to optimize resources• The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully• High quality level of service to be provided to Village• Time frames and delivery dates (Project Schedule)	25 points
Technical Approach to the Project / Scope of Work <ul style="list-style-type: none">• Understanding of Village needs• Approach to the Project and Methodology• Technical Soundness of the Proposal• Applicability of the services offered• Meeting the Village's operational requirements• Innovative Concepts and Recommendations	25 points
Financial Information and Cost Detail <ul style="list-style-type: none">• Rates to be charged for services• Overall cost projection	20 points
Other <ul style="list-style-type: none">• Overall completeness, clarity and quality of Proposal• Location of firm	5 points
Maximum Point Total	100 points

Village of North Palm Beach

Overhead Utility Undergrounding Project Financing: Assessment Methodology

RFP NO. 2023-101 / NOVEMBER 8, 2022 / COPY

Contact Person: Joe Williams
341 N. Maitland Avenue, Suite 300, Maitland, FL 32751
P: 407.960.1806

Principal Place of Business:
227 W. Trade Street, Suite 1400, Charlotte, NC 28202
P: 704.373.1199





**Diversity and inclusion
are an integral part of
Raftelis' core values.**

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



**Raftelis is registered with
the U.S. Securities and
Exchange Commission
(SEC) and the Municipal
Securities Rulemaking
Board (MSRB) as a
Municipal Advisor.**

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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Appendix: Additional Information

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November 8, 2022



Mr. Chad Girard
Acting Public Works Director
Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408

**Subject: Proposal for Overhead Utility Undergrounding Project Financing: Assessment Methodology
(RFP No. 2023-101)**

Dear Mr. Girard:

Raftelis is pleased to submit this proposal to assist the Village of North Palm Beach (Village) with developing and implementing a special assessment for the undergrounding of overhead utilities. We appreciate the opportunity to submit this proposal, which details our project approach to meet the Village's objectives as well as our qualifications and experience within the areas of electric utilities and special assessments.

Raftelis Financial Consultants, Inc. (DBA Raftelis) was established in 1993 to provide financial, rate, and management consulting services of the highest quality to municipalities. Since that time, Raftelis has grown significantly and currently has 166 employees, 143 of which are consultants. The company headquarters is in Charlotte, NC and was incorporated in North Carolina. We are authorized to do business in Florida, which we have provided documentation for in the Appendix. This study will be provided and managed by the Florida office, which is located in Maitland, FL and has a staff of 21 employees. The Maitland, FL office address is 341 N. Maitland Avenue, Maitland, FL 32751 and the phone number is 407.628.2600. Our staff has provided rate and/or financial planning assistance to over 1,000 utilities and municipalities across the United States and have conducted thousands of studies. Our mission has always been focused on assisting our clients in meeting their rate administrative and financial goals related to proper cost recovery and financial viability.

In addition to the Raftelis staff, Susan Schottle-Gumm is included on our team as a subconsultant. Susan is an attorney in Florida who has tremendous knowledge and experience with special assessment programs. Together we have completed several undergrounding assessment methodology studies.

Raftelis understands that the Village is analyzing the costs of undergrounding overhead utility facilities and would like to formulate a special non-ad valorem assessment program as the funding mechanism to pay for the improvements. The key to establishing a special assessment is the development of a sound, defensible special benefit methodology that clearly connects the proposed assessments to be charged against properties and the benefit received by such properties from the proposed improvements. It is in the best interest of the Village to use a proven methodology and team, which Raftelis is able to provide. The methodology we use has judicially approved in Florida and is currently used in Longboat Key, Gulf Stream, Jupiter Inlet Colony, and the Town of Palm Beach. Additionally, the methodology meets all requirements outlined in Chapter 170, Florida Statutes.

To assist the Village with this project, we have assembled a team with extensive experience and a reputation for quality service. I will serve as Project Director of the study, ensuring the Village's objectives are fully met. I will work closely

with the Project Manager, Joe Williams, who will manage the day-to-day aspects of the project ensuring it is within budget and on schedule and who will serve as the Village's main point of contact for the study. Joe will also lead the consulting staff and subconsultants in conducting analyses and preparing deliverables for the project.

I positively commit that Raftelis will perform all the necessary tasks and assignments in a timely and professional manner. Additionally, the proposal remains effective from 90 days after the date of this letter. Please do not hesitate to contact me with any questions at hthomas@raftelis.com or 407-628-2600.

Sincerely,



Henry Thomas

Vice President

Approach to the Proposed Services

The Village of North Palm Beach (Village) desires to underground overhead utility facilities within the boundaries of the Village. As a means to fund this proposed Village-Wide utility undergrounding, the Village is considering the formation of a special non-ad valorem assessment program (Undergrounding Assessment) as the funding mechanism to pay for the improvements. The Undergrounding Assessment would be charged against properties that receive a special benefit from the proposed improvements and levied annually through the property tax bills. As such, the Village is seeking a qualified consulting team of experienced staff to assist with the development of a technically and legally defensible Undergrounding Assessment.

The key to establishing a special assessment is the development of a sound, defensible special benefit methodology that clearly connects the proposed assessments to be charged against properties and the benefit received by such properties from the proposed improvements. Special benefit for undergrounding of overhead utilities has been proven through Florida legal proceedings.

The special benefit methodology developed will identify benefit factors that provide a special benefit to properties that have their utilities undergrounded. The fundamental special benefits received by properties from these types of improvements are as follows:

- **Improved safety** - The removal of overhead utility poles and lines reduces hazardous conditions or power outages from a tropical storm.
- **Improved reliability** - New upgraded utility lines, cables, and facilities will be installed providing a higher level of reliability of the utility services, while reducing exposure to weather and unnecessary deterioration to the facilities.
- **Improved aesthetics** - The removal of the overhead utilities will improve the overall neighborhood appearance and eliminate view impediments within the designated neighborhood.

The means to determine the degree of special benefit received by each parcel or the specific formulas to use may vary and will incorporate the unique characteristics of the Village and the properties under consideration. Therefore, engaging an experienced team, including legal expertise, for this type of proceeding is critical to spread the cost in a fair and equitable manner in compliance with Florida Law.

Village staff and Village Council involvement and understanding are integral to the success of undergrounding utility assessments. The magnitude of the construction cost is generally very large, currently estimated at over \$200 million, compared to other ventures the Village engages in, resulting in increased scrutiny from the public. Having the necessary staff meetings and Council workshops will go a long way in developing an approach that is appropriately tailored to the Village's unique needs and attributes.

Scope of Services

Task 1: Data Collection

Raftelis will send out a request for pertinent data necessary for developing a sound special assessment methodology to fund the proposed utility undergrounding. As part of this task, we will compile and evaluate parcel data for each neighborhood within the Village. The Village has a mix of residential and non-residential development and the special benefits received by the proposed utility undergrounding may vary from parcel-to-parcel based on the unique characteristics of each parcel; possibly factors such as, lot size, building square footage, street frontage, proximity to overhead lines, and any existing undergrounding. Historically, several key pieces of data required onsite field work to obtain. Through recent efforts on other undergrounding projects it has become apparent that with advances in technology and certain data being available in digital formats, often through GIS, fieldwork is generally no longer required. Also, it is understood that through the Master Plan process, the City has obtained a significant amount of data that will be required to create and calculate the assessment methodology. One important consideration that is a common occurrence within coastal communities is when a home is built over two or more subdivided legal lots. It will be important to identify these parcels and make sure that the parcel isn't over-assessed. Residential condominium buildings may also present unique issues, including combined units and common area. As such, compiling the parcel detail is one component to ensure that the assessment methodology is customized to reflect the local features of the area.

Task 2: Kick-off Meeting and Approach

After the parcel database is completed and data request submitted to the Village, a kickoff meeting will be scheduled to identify key personnel involved in the project, establish effective lines of communication, and identify an agreed upon project schedule. The kick-off meeting will also allow the entire team to discuss responsibilities, various project issues, policy and political considerations; budget information; availability of pertinent documentation, maps, and data, and legal concerns.

It will be equally important for the Village to obtain a clear understanding of the framework and approach that Raftelis will take in establishing the proposed utility undergrounding assessment. As this is the first of its kind for the Village, Raftelis will discuss approach, lessons learned with other utility undergrounding, and legal framework to work within for a successful and defensible special assessment methodology. Our goal is to not only provide the Village with a final product and the end of this project, but also consult the Village on the components that make up the methodology and how that may impact various parcels. In the end, the Village should feel comfortable with the methodology and understand how it was developed.

Task 3: Special Benefit Methodology

Based on the previous tasks, Raftelis will develop a special benefit nexus between the proposed utility undergrounding improvements and the special benefit received by affected properties from the improvements. The special benefits conferred on properties from the undergrounding of overhead facilities include improved safety, improved reliability, and improved aesthetics. These categories of special benefit have become an accepted industry standard and have been legally upheld as special benefits in California courts (*Bonander v. Town of Tiburon*, (2009) 46 Cal.4th 646). California has similar provisions of law regarding assessments, in which, assessments must be based on special benefits and, must be in proportion to the benefit received. In Tiburon, the court confirmed that improved safety, improved reliability, and improved aesthetics are indeed special benefits to property, but the assessment report failed to show that the assessments were proportional to the benefit received for each parcel. In Florida this methodology approach has been judicially approved, for example in the Town of Palm Beach, Longboat Key, Gulf Stream, and Jupiter Inlet Colony.

The assessment methodology will take into consideration the land use designations of properties in the Village, and all of the parcel information compiled through various sources. The assessment methodology proposed will be designed to fairly assess affected properties within the Village. The means by which to determine the degree of special benefit received or the specific formula to use is ultimately the responsibility of the Village and their consultants. Therefore, engaging an experienced team, such as ours, for this type of assessment program is critical to ensure all considerations have been addressed and that local unique factors and considerations have been incorporated into the methodology. The methodology will be discussed with the project team, and then finalized to determine the feasibility of moving forward with an utility undergrounding assessment program. The proposed assessment methodology will be discussed with staff to clearly show that a special benefit nexus was developed that fairly and proportionately apportion the project costs and that assessable parcels have been accurately classified based on the onsite fieldwork.

The assessment methodology may identify and quantify costs related to general public benefits, if any. In both Jupiter Inlet Colony and the Town of Gulf Stream a small component of the overall utility undergrounding budget was related to properties outside the service area due to special circumstances. Our analysis will clearly identify any portion of the budget (if any) that would need to be funded by other revenue sources. Additionally, the analysis will incorporate any other funding sources available to the Village such as the FPL tariff provisions for Mechanism for Government Recovery of Underground Fees (MGRUF) or other such alternative sources of funds. Potential offsets such as the MGRUF will be evaluated to determine the most rational approach for allocation such as level of energy assumption, simple across-the-board assessment basis reductions, or any other reasonable alternatives. Raftelis will be using a dynamic model where alternate funding sources can be added and removed with ease to run sensitivity and scenario analysis. This model will be available to Village staff throughout and after development of the assessment methodology development.

Task 4: Public Workshops/Meetings

Based on our staff's experience with other utility undergrounding assessments, Village Council and/or property owner workshops will be necessary to properly convey the material to the affected owners or committee to obtain community understanding on the assessment methodology. Therefore, our scope of services includes two (2) workshops. Raftelis will be in attendance to present the assessment methodology at each workshop and answer questions related to the methodology and potential implementation.

Raftelis will also be available for any additional services requested by the Village regarding the assessment. Additional services will be based on our hourly rate schedule.

Task 5: Utility Undergrounding Assessment Report

Raftelis will establish assessment rates for each parcel based on the special benefit methodology developed in Tasks 1-4. As part of this task, Raftelis will prepare an Assessment Report detailing the assessment analysis and method of assessment. The Report shall include the description of the method of assessment, the preliminary non-ad valorem assessment roll based on the various data items compiled from the Village and other consultants, as well as a boundary map.

The draft Assessment Report and preliminary non-ad valorem assessment roll will be provided to the Village for input and comments prior to a presentation to the Village Council.

Project Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a notice-to-proceed by the beginning of January 2023 and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Project completion is estimated for June 2023.

TASKS

JAN

FEB

MAR

APR

MAY

JUN


1. Data Collection

2. Kickoff Meeting and Approach

3. Special Benefit Methodology

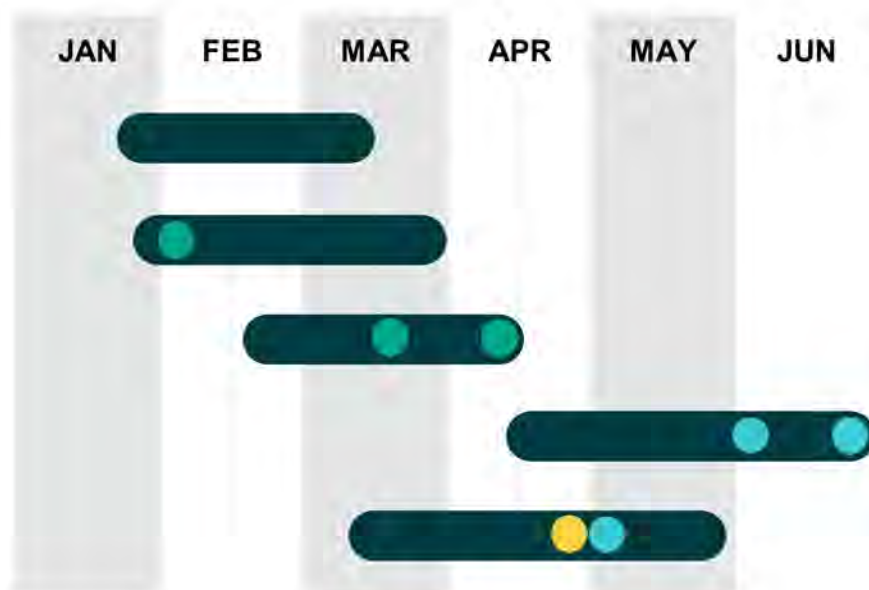
4. Public Workshops/Meetings

5. Utility Undergrounding Report

 In-Person Meetings

 Web Meetings

 Deliverables



Current Workload

With the depth of over 130 consulting professionals nationwide and 20-25 consultants that work together closely on projects focused in Florida, and specifically the current and anticipated workload of the individuals assigned to this project, we have the availability to provide the requested services in a timely and efficient manner to meet the scheduling requirements and objectives of the Village. As a rule, Raftelis operates at a company-wide project utilization of approximately 65% to 75%. This level of utilization, which we expect to continue through the proposed timeline of this project, will provide the project team with ample time to allocate to the Village's engagement.

Raftelis actively manages the distribution of our staff hours to ensure we allocate the necessary resources to meet the needs of each of our clients. Raftelis' executive and management team participate in a weekly conference call to review the number of consulting hours required to meet the needs of our clients during the upcoming week. This weekly meeting allows our project managers to deploy our consulting staff in a flexible manner that ensures a suitable level of hours will be devoted to each client.

Additional Services

Additional services for this project include attendance at additional meetings, development of necessary assessment resolutions and ordinances, review of agreements with the Tax Collector and Property Appraiser, and assistance preparing the final assessment roll and any related communication with the Property Appraiser and Tax Collector entities.



WHO IS Raftelis

HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone. We provide trusted advice, and our experts include former municipal and utility leaders with decades of hands-on experience running successful organizations. People who lead local governments and utilities are innovators—constantly seeking ways to provide better service to the communities that rely on them. Raftelis provides consulting expertise and insights that help bring about the change that our clients seek.

➤ VISIT [RAFTELIS.COM](https://raftelis.com) TO LEARN MORE



We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the Village and help to make this project a success.



RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 130 consultants, Raftelis has the largest water-industry financial and management consulting practice in the nation. Our depth of resources will allow us to provide the Village with the technical expertise necessary to meet your objectives. In addition to having many of the industry's leading rate consultants, we also have experts in key related areas, like stakeholder engagement and data analytics, to provide additional insights as needed.



DEFENSIBLE RECOMMENDATIONS: When your elected officials and customers are considering the validity and merit of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology. Our undergrounding assessment methodology has been upheld on several occasions through running the course of legal challenges. This will give the Village stakeholders piece of mind that the resulting assessments will be established appropriately and meet all legal, statutory, and local parameters. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.



HISTORY OF SIMILAR SUCCESSES: An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line. Raftelis staff has assisted 1,000+ utilities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the Village and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.



USER-FRIENDLY MODELING: A modeling tool that your staff can use for scenario analysis and financial planning now and into the future will be key for the Village going forward. Raftelis has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. Our models are non-proprietary and are developed with the expectation that they will be used by the client as a financial planning tool long after the project is complete.



RATES THAT ARE ADOPTED: For the study to be a success, rates must be successfully approved and implemented. Even the most comprehensive assessment methodology or rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates, fees, and assessments successfully adopted. We develop a message regarding the changes that is politically acceptable and convey that message in an easy-to-understand manner. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

29 years
serving the
public sector

How we stack up

OUR TEAM INCLUDES

140+ consultants focused on
finance/management/communication/
technology for the public sector

2 chairs & **16** members of
AWWA and WEF utility finance and
management committees and subcommittees

& A Past President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,200+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

in the past year alone, we worked on

1,000+ projects for **600+** agencies in **46** states



RAFTELIS HAS PROVIDED FINANCIAL/
ORGANIZATIONAL/TECHNOLOGY ASSISTANCE
TO UTILITIES SERVING MORE THAN
25% OF THE U.S. POPULATION.

Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,200 local government agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,000 financial, organizational, and/or technology consulting projects for over 600 agencies in 46 states, the District of Columbia, and Canada. Below, we have provided descriptions of projects that we have worked on that are similar in scope to the Village's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.

RAFTELIS REFERENCES

Village of Key Biscayne FL

Reference: Jake Ozyman, Director of Building, Zoning, Planning and Public Works

88 West McIntyre Street, Key Biscayne, FL 33149 / P: 305.365.7568 / E: jozyman@keybiscayne.fl.gov

Project Dates: 2018-2019

Adherence to Timeline: This project was completed successfully with all timelines being met.

In 2018, The Village of Key Biscayne (Village) contracted with Raftelis to provide a utility undergrounding assessment methodology study. Raftelis worked closely with the Village staff, the Undergrounding Task Force, and Council to understand the project and history surrounding any other assessment and fee programs established by the Village, as well as to understand the general landscape surrounding the desire to underground utilities. Through the field work, discussions with stakeholders, and presentations the assessment methodology and parameters for the equivalent benefit units (EBUs) pertaining to improved safety, reliability, and aesthetics were identified. Local factors and characteristics

were used to tailor the methodology to fit the Village's needs. The undergrounding project, bond issue, and assessment have not been enacted yet but this is something the Village can revisit in the future with a methodology established.

Town of Palm Beach FL

Reference: Jane Le Clainche, CPA, Director of Finance

360 South County Road, Palm Beach, FL 33480 / P: 561.838.5444 / E: finance@townofpalmbeach.com

Project Dates: 2016-2017

Adherence to Timeline: This project was completed successfully with all timelines being met.

In 2016, The Town of Palm Beach (Town) contracted with Raftelis to update the utility undergrounding assessment methodology study that had been established several years prior. The project was considered initially circa 2010, but the political and community support was not there at the time so the project was halted. Once the project was revived, Raftelis updated the existing methodology and tailored the equivalent benefit unit (EBU) approach to fit the current community standards. Through this process Raftelis worked closely with the Town staff and Council to ensure all variables were addressed and considered. Through this process the undergrounding construction work, bonds, and non-ad valorem special assessment were approved and adopted. This project was completed successfully with all timelines being met.

Town of Dundee FL

Reference: Tandra Davis, Town Manager

202 East Main Street, Dundee, FL 33838 / P: 863.438.8330 ext. 222 / E: tdavis@townofdundee.com

Project Dates: 2019

Adherence to Timeline: This project was completed successfully with all timelines being met.

In 2019, The Town of Dundee (Town) contracted with Raftelis to perform a water, wastewater, and stormwater rate study update. The Town had established the stormwater fee as a non-ad valorem assessment and needed assistance updating the fees in accordance with all applicable statute and legal guidelines to meet the current needs of the Town's stormwater utility. Raftelis assisted with reviewing the existing stormwater methodology, preparing the assessment roll for the property appraiser and tax collector, and establishing the new rates for full cost recovery.

Citrus County FL

Reference: Ken Cheek PE, Director, Department of Water Resources

3600 W. Sovereign Path, Lecanto, FL 34461 / P: 352.527.7647 / E: ken.cheek@citrusbocc.com

Project Dates: 2021

Adherence to Timeline: These projects were completed successfully with all timelines being met.

Raftelis prepared a financial evaluation of Citrus County's (County) Septic-to-Sewer Program as a subconsultant to the Engineering firm of Wright-Pierce. In addition to reviewing funding alternatives and the potential financial impact on the County's wastewater system, Raftelis calculated and projected non-ad valorem assessments rates assuming different levels of grant funding using the County's assessment methodology and the anticipated infrastructure costs of the program developed by Wright-Pierce.

Additionally, in conjunction with the County's legal counsel, Raftelis directed the development of a non-ad valorem assessment methodology and fee to charge properties for the costs associated with the maintenance of contiguous water and sewer lines.

Hillsborough County FL

Reference: Sharbel Riveron, PE, Engineer - Systems Planning

601 E. Kennedy Boulevard, 22nd Floor, Tampa, FL 33602 / P: 814.870.8000 / E: riverons@hillsboroughcounty.org

Project Dates: 2019

Adherence to Timeline: This project was completed successfully with all timelines being met.

This project was managed by our proposed Project Director, Henry Thomas, and was completed In July 2019. The study involved a comprehensive review of Hillsborough County's (County) current stormwater operations, addressed levels of service associated with maintenance activities and evaluated the stormwater system's capital expenditure needs to ensure that stormwater facility replacement of the County's aging stormwater infrastructure was adequate to properly maintain and extend the life of such assets. These activities culminated in a Business Plan that proposed increased levels of service and the associated staffing requirements and costs. The business plan identified the annual stormwater revenue requirements for a ten-year period and a rate phasing strategy for the initial five years of the plan.

The study also included a major revision to the County's stormwater rate structure including statistical analysis of impervious area relationships related to an updated definition of an equivalent residential unit (ERU). In addition, a tiered residential rate with separate rates for small medium and large homes was developed to improve the equity among residential ratepayers and increase public acceptance of the rate proposals. The rate billing methodology was based on a non-ad valorem special assessment and the project team also assisted the County in the preparation of the tax role submitted to the County tax collector. The County has historically funded stormwater system operations and capital needs with a combination of stormwater rate revenues and general funds and the Business Plan was designed to reduce the reliance on using general funds to pay for stormwater costs.

A comprehensive report and presentation materials were developed including providing assistance in developing customer notification material. The results of the Business Plan and rate analysis were presented to the County Commission in a series of workshops and was adopted in a public hearing in July of 2019.

City of Tampa FL

Reference: Michael Perry, Budget Operations Manager

306 E. Jackson Street, Tampa, FL 33602 / P: 813.274.8552 / E: michael.perry@tampagov.net

Project Dates: 2018

Adherence to Timeline: This project was completed successfully with all timelines being met.

Raftelis is the rate/financial feasibility consultant for the City of Tampa's (City) Stormwater Utility. In 2018 Raftelis prepared a rate consultant's report that addressed the feasibility of issuing the Series 2018 Stormwater Revenue Special Assessment Bonds in the amount of \$98,000,000. The study included preparing projected operating results demonstrating the sufficiency of the City's special assessment fees and associated revenues to repay the debt service associated with the bonds including debt service coverage calculations. Raftelis is currently assessing the City's stormwater debt capacity in preparation for the issuance of additional long-term debt.

SUSAN SCHOETTLE-GUMM REFERENCES

Town of Gulf Stream FL

Reference: William Thrasher, Town Manager (Current Town Manager of Briny Breezes, Florida)

100 Sea Road, Gulf Stream, FL 33483 / P: 561.272.5495

Project Dates: 2010-2011

Adherence to Timeline: This project was completed successfully with all timelines being met.

Susan was a member of the project team that developed assessment methodology for undergrounding of electrical utilities through a majority of the Town of Gulf Stream. She provided legal review and advice on assessment methodology and related ordinances and resolutions to adopt and implement assessment program.

City of Ocala FL

Reference: Tammi Haslam, Budget Director

110 SE Watula Avenue, Ocala, FL 34471 / P: 352.629.8297

Project Dates: 2020-2021

Adherence to Timeline: This project was completed successfully with all timelines being met.

Susan was a member of the project team in 2020-2021 that developed, adopted and implemented a new assessment program to fund fire services for the City of Ocala (City). She provided all legal services related to development/review of assessment methodology, adoption process, ordinances/resolutions and other legal issues. Susan previously assisted the City with updating of fire impact fees and fire service fees.

Town of Southwest Ranches FL

Reference: Martin Sherwood, Town Financial Advisor

13400 Griffin Road, Southwest Ranches, FL 33330 / P: 954.434.0008 / E: msherwood@southwestranches.org

Project Dates: 2021 (most current update)

Adherence to Timeline: This project was completed successfully with all timelines being met.

Susan was a member of the project team in 2011, 2019, 2020, and 2021 that developed and implemented assessment program to fund fire services and facilities. She provided legal services related to the development and review of assessment methodology as well as legal documents for updating and readoption of fire assessments.

City of Lake City FL

Reference: Donna Duncan, Finance Director

205 N. Marion Avenue Lake City, FL 32055 / P: 386.719.5800 / E: duncand@lcfla.com

Project Dates: 2021 (most current annual update)

Adherence to Timeline: This project was completed successfully with all timelines being met.

Susan was a member of the project team that has updated and implemented fire assessment program to fund fire services and facilities since 2009. She provided legal services related to the development and review of assessment methodology in years when methodology update is performed as well as all legal documents for updating and readoption of fire assessments annually.

Proposed Staff

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE VILLAGE'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the Village with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. The Raftelis employees, with the only exception being Susan Schoettle-Gumm, are each located in the Maitland, FL office. Susan is located in the Sarasota, FL area. On the following pages, we have included resumes for each of our team members as well as a description of their role on the project.

Raftelis' Hours of Operation: 8:30 a.m. to 5:30 p.m.

VILLAGE OF NORTH PALM BEACH

PROJECT DIRECTOR

Henry Thomas

PROJECT MANAGER

Joe Williams

TECHNICAL REVIEWER

Tony Hairston

STAFF CONSULTANT

as necessary

LEGAL EXPERT (SUBCONSULTANT)

Susan Schoettle-Gumm PLLC

Henry Thomas

PROJECT DIRECTOR

Vice President (Raftelis)

ROLE

Henry will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Henry is a Vice President with Raftelis Financial Consultants, Inc. (formally a Senior Vice-President and partner with Public Resources Management Group, Inc.) and has over forty-one (41) years of experience as a utility business analyst and consultant in the areas of utility rates, economics, planning, and finance. He is responsible for providing a wide-range of economic, financial, and business management services including rate studies, capital assessments, financial planning, resource planning and customer demand forecasting, capital funding analyses, economic feasibility studies, valuations, contract negotiations, expert testimony, and preparation of financial feasibility studies in support of tax exempt revenue bond financing.

ELECTRIC UTILITY EXPERIENCE

Henry' electric utility rate experience includes directing the preparation of financial forecasts of utility revenue requirements, cost of service analyses, and designing retail and wholesale rates to properly recover utility system costs. He has developed innovative electric rates including time-of-use rates, load management incentive rates, interruptible and curtailable service rates, and standby rates for self-generators. Prior to joining PRMG as a partner in 1994, Henry worked for the engineering firms of R.W. Beck and Associates, and CH2M Hill. Early in his career, he was the Manager of Rates and Consumer Accounting for one of Florida's largest publicly-owned electric utilities. Representative electric rate experience includes:

- Directed retail electric rate studies for the Fort Pierce Authority, the Commission of Public Works of Laurens, South Carolina, the cities of Clarksdale, Mississippi, Opelika, Alabama, and Bushnell, Homestead, Leesburg, Mount Dora, Vero Beach and Williston, Florida, the Virgin Islands Water and Power Authority, and cooperatively owned electric systems including Lee County Electric Cooperative, Boone County REMC, Carroll County REMC, Central Indiana Power, Dubois Rural Electric Cooperative, Hendricks County REMC, Kankakee Valley REMC, Miami Cass REMC, Warren County REMC, and White County REMC;
- Participated in negotiations with Florida Power & Light Company regarding wholesale electric rates for supplemental power service to Seminole Electric Cooperative, a generation and transmission cooperative serving thirteen electric distribution systems in Florida;
- Represented the City of Mount Dora in negotiating a new wholesale power contract with Florida Power Corporation;
- Assisted the Wabash Valley Power Association (WVPA) with the development of a wholesale pricing strategy to respond to competitive market forces and provided testimony on WVPA's wholesale rates to the Indiana Public Service Commission;
- Engaged by Kissimmee Utilities Authority to review the cost of service study prepared by the KUA staff and filed with the Florida Public Service Commission;

Specialties

Professional History

Education

Professional Memberships

- Conducted seminars on innovative electric rates designed to deal with competitive pressures for the board members and participants of the Piedmont Municipal Power Agency;
- Henry has developed econometric and end-use forecasting models and forecasts for numerous municipal clients as well as municipal joint-action agencies and generation and transmission cooperatives. The development of these forecasting models included issues such as the estimation of price elasticity to measure the consumer's reaction to changing utility prices, as well as economic and demographic factors, appliance ownership choices, and efficiency issues;
- Presented papers on innovative electric rates to several regional and national meetings of the National Rural Electric Cooperative Association.

ASSESSMENT EXPERIENCE

Henry's assessment experience includes development non-ad valorem assessments for stormwater programs, evaluating assessment requirements associated with Septic-to-Sewer conversion programs, and utility service area extensions. He has also prepared bond feasibility reports based on financing capital improvements with assessment revenue pledged for repayment of the debt.

Citrus County (FL)

Henry Thomas prepared a financial evaluation of Citrus County's Septic-to-Sewer Program as a subconsultant to the Engineering firm of Wright-Pierce. In addition to reviewing funding alternatives and the potential financial impact on the County's wastewater system, Henry calculated and projected non-ad valorem assessments rates assuming different levels of grant funding using the County's assessment methodology and the anticipated infrastructure costs of the program developed by Wright-Pierce.

Additionally, in conjunction with the County's legal counsel, Henry directed the development of a non-ad valorem assessment methodology and fee to charge properties for the costs associated with the maintenance of contiguous water and sewer lines.

Hillsborough County (FL)

This project was directed by our proposed Project Manager, Henry Thomas, and was completed In July 2019. The study involved a comprehensive review of Hillsborough County's (County) current stormwater operations, addressed levels of service associated with maintenance activities and evaluated the stormwater system's capital expenditure needs to ensure that stormwater facility replacement of the County's aging stormwater infrastructure was adequate to properly maintain and extend the life of such assets. These activities culminated in a Business Plan that proposed increased levels of service and the associated staffing requirements and costs. The business plan identified the annual stormwater revenue requirements for a ten-year period and a rate phasing strategy for the initial five years of the plan.

The study also included a major revision to the County's stormwater rate structure including statistical analysis of impervious area relationships related to an updated definition of an equivalent residential unit (ERU). In addition, a tiered residential rate with separate rates for small medium and large homes was developed to improve the equity among residential ratepayers and increase public acceptance of the rate proposals. The rate billing methodology was based on a non-ad valorem special assessment and the project team also assisted the County in the preparation of the tax role submitted to the County tax collector. The County has historically funded stormwater system operations and capital needs with a combination of stormwater rate revenues and general funds and the Business Plan was designed to reduce the reliance on using general funds to pay for stormwater costs.

A comprehensive report and presentation materials were developed including providing assistance in developing customer notification material. The results of the Business Plan and rate analysis were presented to the County Commission in a series of workshops and was adopted in a public hearing in July of 2019.

City of Tampa (FL)

Raftelis is the rate/financial feasibility consultant for the City of Tampa's Stormwater Utility. In 2018 Raftelis prepared a rate consultant's report that addressed the feasibility of issuing the Series 2018 Stormwater Revenue Special Assessment Bonds in the amount of \$98,000,000. The study included preparing projected operating results demonstrating the sufficiency of the City's special assessment fees and associated revenues to repay the debt service associated with the bonds including debt service coverage calculations. Raftelis is currently assessing the City's stormwater debt capacity in preparation for the issuance of additional long-term debt.

LITIGATION EXPERIENCE

Henry has directed regulatory rate cases for the Virgin Islands Water and Power Authority and Charlotte County, Florida and has testified before the Florida Public Service Commission, the Indiana Public Service Commission, the Virgin Islands Public Services Commission, and District Courts in Florida and Michigan.

Henry presented testimony as an expert witness in the following regulatory jurisdictions:

- State of Indiana Public Service Commission - IURC Case No. 41118, Wholesale Transmission Rates;
- State of Indiana Public Service Commission - Docket No. 40115, Wholesale Rates;
- Virgin Islands Public Service Commission - Docket No. 345, Tax-Exempt Bond Issue;
- Virgin Islands Public Service Commission - Docket Nos. 481 and 652, Water Rates;
- Virgin Islands Public Service Commission - Docket No. 651, Electric Rates
- Circuit Court of Cass County, State of Michigan - Case No. 97-879-CK, Capital Credit Allocation;
- State of Florida, Division of Administrative Hearings - Case No. 98-0449, Charlotte County Comprehensive Plan;
- State of Florida, Public Service Commission - Miami Corporation Utility Certification;
- Circuit Court of Okeechobee County, Florida - Testimony on behalf of the Okeechobee Utility Authority regarding certain developer agreements.

PUBLICATIONS

- "Utility Impact Fees: Practices and Challenges" AWWA, 2013
- "Water and Wastewater Impact Fees," South Carolina Section of the AWWA, Management Forum, 2001
- "Innovative Water Rates," North Florida Section of the AWWA, 2011

PRESENTATIONS

- "Electric Utility Rates in a Competitive Environment," National Rural Electric Cooperative Association (NRECA) Managers Conference, 1995
- "Innovative Electric Rates," NRECA Marketing, Member Services and Communication Conference, 1995
- "Electric Utility Rate Making," NRECA National Directors Conference, 1996
- "Water Rates and Conservation Practices," Florida Water Resources Association Conference, 2007
- "Communicating Water Utility Rate Needs," Florida Rural Water Association's Annual Technical and Training Conference, 2010

PROFESSIONAL HONORS

- AWWA Management and Leadership Division's 2013 Best Paper Award

Joe Williams

PROJECT MANAGER

Manager (Raftelis)

ROLE

Joe will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the Village's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Joe will serve as the Village's main point of contact for the project.

PROFILE

Joe currently serves as a Manager in Raftelis' Maitland, FL office. He has over nine years of experience in financial, management, and rate consulting for utility and other municipal clients. His expertise lies in the areas of developing utility rate studies, impact fees, bond feasibility reports, building fees, miscellaneous fees, and other related financial solutions based on technical analysis and unique needs of each client. He has worked with staff, leadership, and governing bodies for municipal utilities to find solutions to financial and managerial issues that can arise in providing sustainable and effective service delivery.

Specialties

Professional History

Education

- Master of Business Administration - University of Central Florida (2018)

KEY PROJECT EXPERIENCE

Village of Key Biscayne (FL)

In 2018, The Village of Key Biscayne (Village) contracted with Raftelis to provide a utility undergrounding assessment methodology study. Raftelis worked closely with the Village staff, the Undergrounding Task Force, and Council to understand the project and history surrounding any other assessment and fee programs established by the Village, as well as to understand the general landscape surrounding the desire to underground utilities. Joe served as the lead analyst on this effort. Through the field work, discussions with stakeholders, and presentations the assessment methodology and parameters for the equivalent benefit units (EBUs) pertaining to improved safety, reliability, and aesthetics were identified. Local factors and characteristics were used to tailor the methodology to fit the Village's needs. The undergrounding project, bond issue, and assessment have not been enacted yet but this is something the Village can revisit in the future with a methodology established.

Town of Palm Beach (FL)

In 2016, The Town of Palm Beach (Town) contracted with Raftelis to update the utility undergrounding assessment methodology study that had been established several years prior. The project was considered initially circa 2010, but the political and community support was not there at the time so the project was halted. Once the project was revived, Raftelis updated the existing methodology and tailored the equivalent benefit unit (EBU) approach to fit the current community standards. Joe served as the lead analyst on this project. Through this process Raftelis worked closely with the Town staff and Council to ensure all variables were addressed and considered. Through this process the undergrounding construction work, bonds, and non-ad valorem special assessment were approved and adopted. This project was completed successfully with all timelines being met.

Town of Dundee (FL)

In 2019, The Town of Dundee (Town) contracted with Raftelis to perform a water, wastewater, and stormwater rate study update. Joe served as the project manager for this project. The Town had established the stormwater fee as a non-ad

valorem assessment and needed assistance updating the fees in accordance with all applicable statute and legal guidelines to meet the current needs of the Town's stormwater utility. Raftelis assisted with reviewing the existing stormwater methodology, preparing the assessment roll for the property appraiser and tax collector, and establishing the new rates for full cost recovery.

St. Johns County (FL)

Raftelis has been engaged with the St. Johns County (County) Utilities Department for many years and has completed studies ranging from water and wastewater impact fee studies for the Main and Ponte Vedra systems to bond feasibilities. Recently, Raftelis was engaged to work closely with the utility to effectively obtain funding for major wastewater system improvements in the Ponte Vedra system, which is significantly smaller than the Main system. Through combining the two utilities into a single enterprise fund, while maintaining separate divisions, the Ponte Vedra system was able to refund outstanding bonds and achieve savings, obtain new money, and release debt reserve funds all while minimizing the necessary level of rate adjustments. A comprehensive bond feasibility study was completed in 2016. Additionally, Raftelis is currently engaged with the County to perform a full cost of service rate study update, in which the adequacy of the existing rate structure and revenue recovery methods are being reviewed in order to recommend improvements.

Emerald Coast Utilities Authority (FL)

The Emerald Coast Utilities Authority (ECUA) has identified over \$233 million of water/wastewater capital improvements to be implemented in order to be consent order and maintain its utility infrastructure. Raftelis developed an interactive utility financial model to support ECUA's bond and provide a decision support tool for ECUA staff. The financial model provided a five-year forecast, interactive dashboard, and capital funding/bond analysis features in order for ECUA to evaluate various alternative funding scenarios. Raftelis collaborated with ECUA staff to develop a strategy of bond sizing placements to complete critical capital improvements while maintaining a strong financial position. Raftelis also develop a financial feasibility report for inclusion in ECUA's official statement for the proposed Utility System Refunding Revenue Bonds, Series 2015 and provided support to ECUA's team of financial advisors.

City of Port St. Lucie (FL)

Raftelis has been working with the City of Port St. Lucie (City) since 2011. Recently, several major studies have been completed to ensure the water and sewer utilities are funding a high level of renewal and replacement costs associated with their low pressure sewer system and grinder pumps. In 2015, a comprehensive five-year water and sewer rate study was completed which identified a program to fully fund the capital needs, maintain adequate reserve funds, and provide strong debt service coverage with modest rate adjustments of 1.5% per year. Additionally, it was identified there were opportunities to adjust the overall revenue recovery between the water and sewer rate structures. Also in 2015, a water and sewer impact fee study was completed to bring these fees into alignment with the current high growth environment the utility is in. In 2019, Raftelis was tasked with updating the water and sewer financial forecast to factor in a significant increase in capital requirements due to expansion needs and additional renewal and replacement requirements. Through strong growth and management of the utility's financials, Port St. Lucie is able to maintain rate adjustments around annual inflationary levels.

Pinellas County Utilities (FL)

Joe is assisting with development of the long-term revenue sufficiency and sustainability forecast. This includes rate design for the water and sewer systems that targets enhanced revenue stability, strong equity amongst various customer classes, and continuity between the systems. He is also assisting with incorporating scenarios developed in the business case into the revenue sufficiency forecast.

City of Marathon (FL)

Raftelis is currently engaged with the City of Marathon (City) to provide a financial forecast for the wastewater and stormwater utilities. Joe assisted with the model development, which includes highly detailed budget projections due to

operating contracts and evolving customer characteristics in addition to revenue generation, reserve balances, capital improvement funding. He also played an integral role in the development of the council presentation materials and the combined system revenue sufficiency report.

City of Tavares (FL)

Raftelis has been engaged with the City of Tavares (City) for multiple studies and continuing service contracts. Joe has been assembling, reviewing, and compiling key data required for an ongoing feasibility review to fund stormwater facilities. This has involved modeling the financial impact various funding alternatives will have on cost recovery through rates, fees, and charges. He has also assisted with the research and data acquisition for rate and impact fee comparisons of surrounding utilities which are used in presentations and study reports.

PROJECT LIST

- Alabaster Water Board (AL) – Water rate study
- Auburn Water Works Board (AL) – Water rate study and miscellaneous charge review
- City of Auburn (AL) – Sewer rate study
- City of Alachua (FL) – Reclaimed water study
- City of Atwater (CA) – Water rate study
- City of Auburndale (FL) – Revenue sufficiency study
- City of Bartow (FL) – Fire fees
- Bonita Springs Utilities (FL) – Water and wastewater rate study
- Brunswick-Glynn County JWSC (GA) - Water and wastewater rate design and financial forecast
- Cassatt Water Company (SC) – Water rate study
- Charlotte County (FL) – Dispute resolutions
- City of Clarksville (TN) – Water and wastewater financial planning
- City of Clearwater (FL) – Utility customer service efficiency review
- Emerald Coast Utilities Authority (FL) – Water and wastewater bond feasibility
- Florida Keys Aqueduct Authority (FL) – System development charge study, miscellaneous charge review, and water and wastewater revenue sufficiency
- City of Fort Walton Beach (FL) – Water, wastewater and stormwater rate study
- City of Goodyear (AZ) – Water, wastewater, police, fire, recreation, and streets development impact fee study
- Indian River County (FL) – AMR/AMI feasibility study
- City of Groveland (FL) – Utility rate study
- Village of Islamorada (FL) – Wastewater update
- City of Marathon (FL) – Wastewater and stormwater financial forecast
- City of Margate (FL) – Development of a utility financial model
- Town of Oakland (FL) – Water rate study, wastewater rate development, municipal impact fee study, and utility impact fees
- City of Phoenix (AZ) – Biannual development impact fee audit
- Pinellas County Utilities (FL) – Rate sustainability and business case
- City of Port St. Lucie (FL) – Water, sewer, and reclaimed water rate study and water and sewer impact fee update
- City of Sanford (FL) – Municipal impact fee study
- St. Johns County (FL) – UCF study
- Town of Sullivan's Island (SC) – Water and wastewater rate study
- City of Tavares (FL) – Bond feasibility and general consulting services and water, wastewater, reclaimed water and stormwater revenue sufficiency study
- Volusia County (FL) – SE service area valuation, water and wastewater rate study
- City of Winnipeg – Cost-of-service analysis
- City of Winter Springs (FL) – Municipal impact fee study

Tony Hairston

TECHNICAL REVIEWER

Vice President (Raftelis)

ROLE

Tony will provide oversight for the project ensuring it meets both Raftelis and industry standards.

PROFILE

Tony currently serves as Vice President in Raftelis' Maitland, FL Office. He has 22 years of experience implementing financial, management, and data solutions for utility and other municipal clients. He has both managed and provided technical analysis on a variety of complex financial and management projects including comprehensive utility rate studies, impact fees, bond feasibility reports, and assisting numerous municipalities and utilities in addressing their rate-setting and financial planning goals. He has assisted governmental clients with projects including the creation and planning of several new wastewater utilities to protect the near shore water quality of the Florida Keys. Tony has presented papers at the WaterReuse Foundation, Florida and Alabama/Mississippi AWWA conferences, and regional conferences such as the Tampa Bay Water Shortage Management workshop. Tony also co-authored a chapter entitled, "Projecting Customer Demand," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*.

KEY PROJECT EXPERIENCE

Florida Keys Aqueduct Authority (FL)

Tony served as project manager for numerous water and wastewater rate projects for the Florida Keys Aqueduct Authority (FKAA) since 1999. Various projects have included the bond feasibility report for the Series 2019 Water Revenue Bonds (\$45,010,000), Series 2007 Water Revenue Bonds (\$53,975,000) and Series 2006 Water Revenue Bonds (\$49,700,000). Feasibility reports for various wastewater program initiatives, development of wastewater rates in five (5) separate wastewater service areas and the eventual consolidation of wastewater rates. Tony provided public outreach to future customers in each of these service areas and presented rates to the FKAA Board for adoption. Tony conducted a comprehensive water rate and impact fee study for the Aqueduct and provided periodic updates of the water financial forecast and capital financing plan. Tony also developed initial reclaimed water rates and financial policy for the FKAA's initial reclaimed water program in the Big Coppitt service area.

Volusia County (FL)

Tony has been the project manager or lead consultant on numerous engagements with Volusia County (County). In 2016 Raftelis is providing an alternative water supply cost allocation analysis to the County and three nearby municipal utilities. In 2010, Tony managed a utility rate study including a five-year financial forecast and design of potable water, wastewater, and reclaimed water rates. The County was enduring several years of stagnate growth while addressing several regulatory challenges such as alternate water supply planning and effluent disposal quality and capacity. The financial forecast element was focused on capital finance planning including the purchase of a strategic land area for the purpose of developing alternative water sources. The rate design efforts included the adjustment of base water rates to

Specialties

Professional History

- Federal Reserve Bank of Richmond,

Education

- Bachelor of Science in Economics -

Certifications

Professional Memberships

- Section Rates & Finance Committee

increase revenue stability, adjustments to water conservation rates including non-residential customers, wastewater rate adjustments, and reclaimed water rate alignment with potable water incentives. The proposed rates were presented to the County Council during a public workshop and again at a public hearing for adoption by resolution. Other projects provided to the County have included service area evaluations, impact fee studies, developer fee analysis, and ongoing capital finance planning.

Tampa Bay Water (FL)

Project experience with Tampa Bay Water includes future water supply financial planning, reclaimed water resources pricing, and Member Government outreach services. A customized interactive financial forecast and rate model for the Tampa Bay Water Member Government Reclaimed Committee was created and presented to the Committee for future water supply planning. The project included careful review of forecast assumptions with Member Government representatives and Tampa Bay Water management and featured an analysis of the City of Tampa's proposed TAP project, Hillsborough County's SHARP project, along with other traditional water supply options. The report was finalized in July 2018 and adopted by the Member Government Reclaimed Water Committee.

Emerald Coast Utilities Authority (Pensacola, FL)

Emerald Coast Utilities Authority (ECUA) has identified over \$233 million of water/wastewater capital improvements to be implemented in order to be consent order and maintain its utility infrastructure. Raftelis developed an interactive utility financial model to support ECUA's bond and provide a decision support tool for ECUA staff. The financial model provided a five year forecast, interactive dashboard, and capital funding/bond analysis features in order for ECUA to evaluate various alternative funding scenarios. Raftelis collaborated with ECUA staff to develop a strategy of bond sizing placements to complete critical capital improvements while maintaining a strong financial position. Raftelis also develop a financial feasibility report for inclusion in ECUA's official statement for the proposed Utility System Refunding Revenue Bonds, Series 2015 and provided support to ECUA's team of financial advisors.

Village of Islamorada (FL)

The Village of Islamorada (Village), located in the Florida Keys, is implementing a \$115 million central wastewater program by 2015 in order to comply with State of Florida mandates regarding near shore water quality. The wastewater project involves the retrofit of essentially its entire incorporated area, which is currently served by septic tanks and package plants. Tony has served as project manager with regard to ongoing financial planning and wastewater rate policy for the Village. Originally, the financial model included a 10-year forecast based on the Village's planned method of delivery using the traditional design-bid-build procurement process. However, in 2010 the Village began to explore the design-build-operate (DBO) procurement process as an expedited and more cost effective approach to complete this project. The Village has also maintained two options for treatment services, including onsite wastewater treatment facilities or wholesale treatment services from a nearby special utility district. The financial forecast has evolved to include the DBO procurement method and include the two treatment options, along with additional funding and other options. The financial forecast has been used by the Village for securing \$20 million in grant funds, \$46 million in low-interest loans, and additional line of credit funding. In addition to financial forecasting and rate policy consulting, Tony participated as a selection committee member with regard to the qualifications and selection process of the DBO procurement. Tony led the committee member efforts regarding evaluation of the various pricing proposals submitted by qualified DBO entities, and presented the results which were accepted by the Village Council. Tony is currently conducting a wastewater rate study for the Village and continues to manage ongoing utility rate and financial consulting services for the Village.

City of Marathon (FL)

The City of Marathon (City) is one of several jurisdictions located in the Florida Keys that has been mandated by the State of Florida to provide central wastewater service to its residents. The City also implemented extensive stormwater infrastructure improvements concurrent to the wastewater project. Tony initially provided public outreach and financial

and rate planning support to the City beginning in 2006. As the program became more developed, Tony led a financial forecast study to provide the City with a planning tool for future policy decisions and loan procurement. In 2008, Tony managed a financial feasibility study/report which was used by the City and its financial advisor to secure \$30 million of bank-qualified financing and over \$80 million of SRF loan financing for the stormwater and wastewater project. Later in 2008, Tony led the City's initial rate study including public outreach and presentation to the City Council. The proposed rates and stormwater assessments were adopted and implemented by the City. Tony continues to manage ongoing utility rate and financial consulting services to the City of Marathon.

Key Largo Wastewater Treatment District (FL)

Tony has served as project manager for the initial wastewater rate and rate policy development for the Key Largo Wastewater Treatment District (District). The Key Largo Wastewater Treatment District was created by the Florida legislature in June 2002 for the purpose of constructing wastewater treatment systems in the Upper Florida Keys. In 2005, the District was nearing completion of construction in two areas and needed to establish utility rates for these areas and future wastewater service areas where additional construction was planned. Tony led a study of the District's near and long-term revenue requirements with respect to serving these areas. Because the initial wastewater service area was relatively small, a careful analysis of potable water consumption patterns was conducted in order to reasonably forecast future wastewater billings. Initial rates were developed for the first service areas, and these rates were tested and revised in order to provide a consistent rate policy and structure as new areas were added and economies of scale were anticipated. The initial rates and financial forecast were presented to the District Board and adopted as proposed in 2005. Updates to the wastewater financial forecast were provided in 2007 and 2009 which showed that the initial rate development remained valid. The 2009 update was utilized by the District to secure \$30 million in a bank qualified loan to finalize its capital funding efforts.

City of Boca Raton (FL)

Tony managed several projects including a utility revenue sufficiency analysis and a utility rate study for the City of Boca Raton (City). The rate study was completed at the time of decreasing water demand and uncertain economic conditions while significant capital improvements were being completed by the City. Rates were proposed and adopted by the City Council based on recommendations from the rate study and subsequent presentations by Tony. Other studies completed for the City include electric pass-through costs analysis and wastewater availability charge analysis.

City of Sanford (FL)

Tony has led numerous rate studies to assist the City of Sanford (City) in meeting several regulatory and economic challenges. Many utility capital improvement initiatives were mandated to the City over the past several years at a time when the City was enduring severe economic hardship. Tony managed a detailed utility financial forecast in order to evaluate numerous capital improvement initiatives and sensitivity analyses regarding future conditions. A special emphasis was placed on rate phasing and avoiding large one-time rate adjustments. The financial forecast was used by City staff in budget planning and resource allocation. The financial forecast also provided the basis for several ad hoc analyses as needed by the City. Tony presented numerous forecasts and rate recommendations to the City Commission and such recommendations have been adopted by the City. He also conducted a stormwater rate analysis for the City with an emphasis on capital planning under the existing utility billing structure.

Susan Schoettle-Gumm

LEGAL COUNSEL

Founder (Susan Schoettle-Gumm, PLLC)

ROLE

Susan will provide legal counseling services for the project.

PROFILE

Susan provides legal services on land use and local government law issues with an emphasis on developing and implementing funding strategies for a wide variety of public services and infrastructure such as fire protection, stormwater, transportation, dredging/beach renourishment, neighborhood and business area improvements and services, water and sewer, EMS, and utility undergrounding. Through her participation in funding strategy development, she has successfully structured and implemented funding programs that addressed interlocal/ intergovernmental issues as well as legal, financial, political and public concerns. The combined use of impact fees, special assessments, user fees, rates, special taxes, and other funding mechanisms can be tailored to fulfill unique needs. Many programs included use of both short- and long-term financing with State of Florida programs, private loans and bonds.

With over thirty years of experience and over sixteen years in her private practice, she has worked on the provision of public facilities and services with numerous funding mechanisms, including a variety of taxes, fees and special assessments. As an Assistant County Attorney for Sarasota County, Florida for ten years, she provided the primary legal support for the County on all impact fees, special assessments (including assisting in the development and defense of the County's stormwater assessments that were upheld by the Florida Supreme Court), utility fees/rates, taxes, and capital facilities funding. Her responsibilities included drafting of ordinances, developing fee and assessment methodologies, working with citizen advisory groups and elected officials in the selection and development of funding mechanisms, negotiation with developers and other local governments, and training of staff related to the creation of new revenue sources as well as maintenance of existing fee and assessment systems. Prior to joining Sarasota County, she was an associate with Freilich, Leitner, & Carlisle in Kansas City, Missouri, a nationally recognized law firm in land use and growth management law. Her practice with that firm was primarily in the areas of land use, growth management, and municipal finance and included the creation and updating of numerous impact fee systems and special assessments across the United States.

PROJECT LIST

- Town of Gulf Stream (FL) – Utility Undergrounding Assessment
- City of Ocala (FL) – Fire Fee Update, Fire Impact Fee Update and Litigation support
- Town of Southwest Ranches (FL) – Fire Assessments
- City of Lake City (FL) – Fire Assessments
- City of Wilton Manors (FL)* – Utility Connection and Municipal Impact Fee Study
- City of Ormond Beach (FL)* – Utility Connection and Municipal Impact Fee Study
- City of Punta Gorda (FL)* – Impact Fee Update
- City of Winter Springs (FL)* – Impact Fee Update

**On a project team with Raftelis.*

Specialties

- Municipal finance
- Impact fees
- Legal services & support
- Capital

Years with this Firm/ Other Firms

- Susan Schoettle-Gumm, PLLC:
Founder (2004-present)
- Sarasota County: Assistant County Attorney (1993-2002)
- Freilich, Leitner, & Carlisle:
Associate (1989-1993)

Education

- Juris Doctorate – University of Colorado, School of Law (1987)
- Bachelor of Landscape Architecture – Louisiana State University (1981)

Professional Memberships

- FL and CO State Bar Association

Michelle Galvin

STAFF CONSULTANT

Associate Consultant (Raftelis)

ROLE

Michelle will work at the direction of Joe in conducting analyses and preparing deliverables for the project.

PROFILE

With a background in statistical analysis and surveying, Michelle joined Raftelis as an intern in 2018 and later became an associate consultant upon graduating from the University of Central Florida in May 2019. Her primary expertise includes utility financial and rate analyses, functional population, and customer billing statistics.

Specialties

-
-
-
-

Professional History

-

(2019-present); Intern (2018-2019)

Education

-

University of Central Florida (2019)

KEY PROJECT EXPERIENCE

Town of Dundee (FL)

Michelle served as an associate consultant for the Town of Dundee (Town) on a project to calculate water, wastewater, and municipal impact fees. She developed a functional population model to calculate impact fee equivalencies based on land uses. She developed a model to calculate impact fees for fire, parks and recreation, library, water, and wastewater.

City of Lake Clarke Shores (FL)

Michelle serves as an associate consultant on a project with the City of Lake Clarke Shores (City). She developed a financial model to provide water and wastewater consulting services. She modeled several water and wastewater wholesale agreements to calculate costs to the City.

Town of Wilton Manors (FL)

Michelle serves as an associate consultant on a project with the Town of Wilton Manors (Town) to provide a water, wastewater, and stormwater revenue sufficiency study. Michelle analyzed customer statistics, wholesale agreements, and capital improvement programs to forecast a ten year projection of the Town's utility operations.

Wakulla County (FL)

Michelle serves as an associate consultant on several projects with Wakulla County (County). She has created a wastewater revenue sufficiency model to forecast twenty years of County utility operations. She has also worked on a wastewater impact fee study which she analyses current wastewater treatment facilities, wastewater assets, and planned system improvements to come up with an impact fee for the County. She is also assisting with an analysis of the County's existing wastewater miscellaneous fees.

City of West Palm Beach (FL)

Michelle serves as an associate consultant on a miscellaneous fees study for the City of West Palm Beach (City). She has assisted with conducting staff interviews, collected data, and developed a model to calculate miscellaneous fees.

City of Daytona Beach (FL)

Michelle serves as an associate consultant for the City of Daytona Beach (City). She has helped with water and wastewater wholesale rate calculation. She also serves as an associate consultant on a miscellaneous fees study for the City. She has assisted with staff interviews, data collection, and the development of a model to calculate several miscellaneous fees.

Tampa Bay Water (FL)

Michelle serves as an associate consultant on a project for Tampa Bay Water. She has assisted on a project to develop a uniform way of allocating credits to member governments for reclaimed water capital projects that benefits Tampa Bay Water. She has also helped with interviews with all member governments.

City of Frostproof (FL)

Michelle served as an associate consultant for the City of Frostproof (City). She analyzed customer billing statistics to assist with rate design and created a model to forecast the City's financials over a ten-year period.

City of New Smyrna Beach (FL)

Michelle served as an associate consultant on a municipal impact fee project for the City of New Smyrna Beach (City). She developed a functional population model to calculate impact fee equivalencies based on land uses. She also developed a model to calculate impact fees for police, fire, and parks and recreation.

Brunswick Glynn County JWSC (GA)

Michelle served as an associate consultant on a revenue sufficiency study for Brunswick Glynn County (County). She updated an existing model to create a twenty-year financial analysis for the County's master plan update.

City of Gulf Breeze (FL)

Michelle served as an associate consultant on a project for the City of Gulf Breeze (City). She updated a financial model for the City to analyze both service area's rates, revenues, debt service, and reserves over a ten-year period.

City of Dunnellon (FL)

Michelle served as an associate consultant on a project with the City of Dunnellon (City). She developed a financial model to determine appropriate development impact fees for the City's Police and Parks departments.

City of Fort Walton Beach (FL)

Michelle served as an associate consultant on a project with the City of Fort Walton Beach (City) to provide water, wastewater, stormwater, and sanitation financial consulting services. She has created a comprehensive financial model to analyze rates, revenues, debt service, debt service coverage, and reserves over a five-year period.

St. Johns County (FL)

Michelle served as an associate consultant on a project with St. Johns County (County) to provide water and wastewater financial consulting services. She has created a comprehensive financial model to analyze rates, revenues, debt service, debt service coverage, and reserves over a 10-year forecast period. Michelle has also assisted with a cost-of-service study. This project includes analyzing the existing and projected cost basis of utility operations and evaluating the appropriateness of its existing water and wastewater rate structures.

Regional Utilities, Florida Community Services Corporation of Walton County (FL)

Michelle served as an associate consultant on a project with Regional Utilities (Utility) to provide a water and wastewater revenue sufficiency study. The project involves an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects. Michelle also assists with a rate design study which includes analyzing and evaluating alternate rate structures for the Utility that remains revenue neutral.

City of Riviera Beach (FL)

Michelle served as an associate consultant on a project with the City of Riviera Beach to provide a water and wastewater revenue sufficiency study. The project involves an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects.

City of St. Cloud (FL)

Michelle served as an associate consultant on a project with the City of St. Cloud to provide a water and wastewater revenue sufficiency study. The project involves an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects.

City of Winter Haven (FL)

Michelle served as an associate consultant on a project with the City of Winter Haven (City) to provide management consulting services to the City's utility customer service department. The project involved interviewing employees and advising possible policy changes.

2020 Florida Water and Wastewater Survey

Michelle assisted with contacting and following up with utilities all across Florida. She assembled the surveyed data with included 228 utilities and provided analyses, charts, and tables for the survey publication.

2018 Florida Water and Wastewater Survey

Michelle assisted with contacting and following up with utilities all across Florida. She assembled the surveyed data with included 177 utilities and provided analyses, charts, and tables for the survey publication.

Cost Detail

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include costs associated with travel and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc.

Tasks	Hours							Total	Total Fees & Expenses
	Web Meetings	In-person Meetings	VP	PM	SC	SS	Admin		
1. Data Collection			2	12	14	4	2	34	\$6,870
2. Kickoff Meeting and Approach	1		4	4	12	4	0	24	\$5,040
3. Special Benefit Methodology	2		4	30	70	16	0	120	\$23,170
4. Public Workshops/Meetings		2	6	16	10	16	2	50	\$12,490
5. Utility Undergrounding Report	1	1	8	24	24	16	4	76	\$16,830
Total Estimated Meetings / Hours	4	3	24	86	130	56	8	304	
Hourly Billing Rate			\$325	\$250	\$155	\$220	\$85		
Total Professional Fees			\$7,800	\$21,500	\$20,150	\$12,320	\$680	\$62,450	
								Total Fees	\$62,450
								Total Expenses	\$1,950
								Total Fees & Expenses	\$64,400

VP - Vice Presidents (Henry Thomas and Tony Hairston)

PM - Project Manager (Joe Williams)

SC - Staff Consultants

SS - Susan Schoettle-Gumm

Admin - Administrative Staff

APPENDIX:

Additional Information

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

PROPOSAL PAGE

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for Proposals:

Addendum No. 1 Dated: 11/03/2022 Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The hereby undersigned representative submits this Proposal and certifies that he or she is an authorized representative of the Proposer who may legally bind the Proposer.

***SIGNATURE:**



Name: Henry Thomas **Title:** Vice President

Company: Raftelis Financial Consultants, Inc. **Address:** 341 N. Maitland, Suite 300

City: Maitland **State:** FL **Zip:** 32751

Telephone No: 407-628-2600 **Fax No:** 407-628-2610

***Failure to affix signature will result in disqualification of Proposal.**

Name of Contact Person: Joe Williams, Manager

Address: 341 N. Maitland, Suite 300, Maitland, FL 32751

Phone Number: 407-960-1806 **Fax Number:** 407-628-2610

Email Address: jwilliams@raftelis.com

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

PROPOSER'S QUALIFICATIONS

The Vendor, as a result of this Proposal, MUST hold a valid County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each Proposer MUST complete the following information and submit with their Proposal in order to be considered.

1. Legal Name and Address:

Name: Raftelis Financial Consultants, Inc.

Address: 341 N. Maitland, Suite 300

City, State, Zip: Maitland, FL 32751

2. Check One: Corporation ☒ LLC () Partnership () Individual () Other ()

3. If Corporation, LLC, or other registered business entity, please state:

Date of Incorporation: April 23, 2004 State in which Incorporated: North Carolina

4. If an out-of-state Corporation, LLC, or other business entity, currently authorized to do business in Florida, give date of such authorization: February 10, 2005

5. Name and Title of Principal Officers

Date Elected:

Please see the following pages for names and titles of principal officers.

6. The Proposers' length of time in business: 29 years

7. The Proposer's length of time (continuous) in business as a service organization in Florida: 28 years

8. Provide a list of at least five references as described herein.
Please see Section 3: Past Experience in our proposal.

9. Copies of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the Proposer will be analyzed by the Village of North Palm Beach and may be a factor considered in awarding any resulting Consulting Services Agreement. The purpose is to ensure that the Proposers, in the sole opinion of the Village of North Palm Beach, can sufficiently

and efficiently perform all the required financing assessment methodology services in a timely and satisfactory manner as will be required by the subject Consulting Services Agreement. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

List of Principals

Name and Title of Principal Officers	Date Elected
Melissa Elliott	2022
John Mastracchio	2022
Elaine Conti	2021
Mike Burton	2020
Jon Davis	2016
Julia Novak	2020
Rob Ori	2019
Sudhir Pardiwala	2016
Keith Readling	2016
Peiffer Brandt	2008

State of Florida

Department of State

I certify from the records of this office that RAFTELIS FINANCIAL CONSULTANTS, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on February 10, 2005.

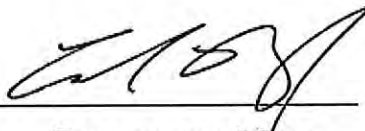
The document number of this corporation is F05000000923.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 2, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of July, 2022*




Secretary of State

Tracking Number: 6789844793CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

LIST OF PROPOSED SUBCONTRACTORS/SUBCONSULTANTS

The undersigned Proposer hereby designates, as follows, all major subcontractors/subconsultants whom he/she proposes to utilize for the major areas of work for the proposed services. The bidder is further notified that all subcontractors/subconsultants shall be properly licensed, bondable, and shall be required to furnish the Village of North Palm Beach with Certificates of Insurance in accordance with the Agreement's general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's Proposal. (If no subcontractors are proposed, state "None" on the first line below)

Name and Address of Subcontractor Scope of Work License #

1. Susan Schoettle-Gumm, PLLC	Legal Counsel	Florida Bar No. 0005592
18099 Deer Prairie Drive		
Sarasota, FL 34240		
P: 941-320-3054		

2.		

3.		

4.		

5.		

Signature and Date  Henry Thomas / November 3, 2022

Title/Company Vice President / Raftelis Financial Consultants, Inc.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the 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, Florida Statutes, 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.


Bidder's Signature

This page was intentionally left blank to facilitate two-sided printing.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida
by Jon Davis, Executive Vice President
(print individual's name and title)
for Raffelis Financial Consultants, Inc
(print name of entity submitting sworn statement)
whose business address is 227 West Trade St., Ste 1400
Charlotte, NC 28202

and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1054069

(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity

submitting this sworn statement. (indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

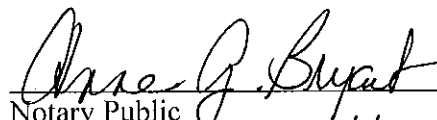
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

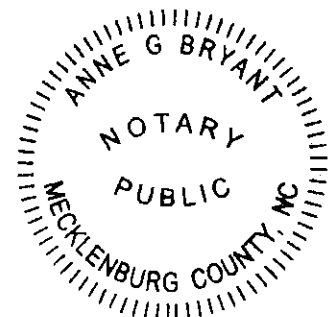
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH NOVEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

The foregoing document was sworn and subscribed before me this 3rd day of November, 2021 by Jon Davis, who is personally known to me or produced personally known as identification.


Notary Public
My Commission Expires: May 3, 2024



**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Jon Davis, Executive Vice President
(print individual's name and title)
for Raffelis Financial Consultants, Inc.
(print name of entity submitting sworn statement)

whose business address is 227 West Trade St., Ste 1400
Charlotte, NC 28202

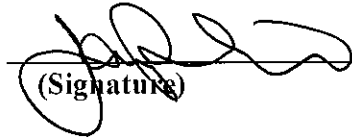
and (if applicable) its Federal Employer Identification Number (FEIN) is: 20-1054069

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

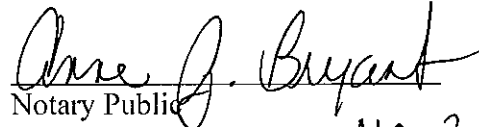
1. I hereby certify that the above-named entity:
 - a. Does not participate in the boycott of Israel; and
 - b. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - a. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - b. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - c. Has not engaged in business operations in Cuba or Syria.

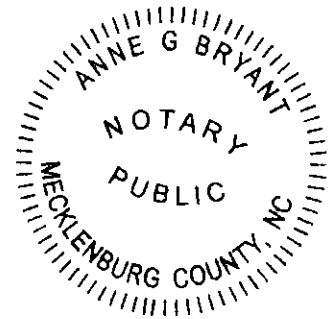
Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.


(Signature)

The foregoing document was sworn and subscribed before me this 3rd day of November, 2021 by Jon Davis, who is personally known to me or produced personally known as identification.


Notary Public
My Commission Expires: May 2, 2026





Village of North Palm Beach

Public Works Department

"The Best Place to Live Under the Sun"

RFP 2023-101
Overhead Utility Undergrounding Assessment Methodology
Addendum

No. 1

November 3, 2022

SUBMITTAL DUE: 2:00 PM, Local Time, November 8, 2022

Question 1: Is there a current project estimated cost for the undergrounding?

Response 1: Yes. The total projected cost is approximately \$206,000,000. See the attached Master Plan Final Draft for additional information.

Question 2: Has the 37-mile project been broken out in smaller phases or is it being treated as a whole?

Response 2: The Final Draft Master Plan provided by Kimley-Horn (attached) proposed a 10 phase project. However, the Village is considering financing the entire project as a whole.

Question 3: As part of this RFP, will the firms need to also provide the onsite data collection of existing properties?

Response 3: I believe that the onsite data collection has been completed by Kimley-Horn. The attached Final Draft Master Plan should shed some additional light on the work that was completed.

NOVEMBER 2022

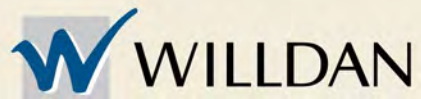
VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

RFP NO. 2023-101

REQUEST FOR PROPOSALS FOR
OVERHEAD UTILITY UNDERGROUNDING
PROJECT FINANCING: ASSESSMENT METHODOLOGY

UTILITY CONSULTANTS OF FLORIDA

UCoF



VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

TAB A

TITLE PAGE



VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

REQUEST FOR QUALIFICATIONS



PROJECT TITLE: OVERHEAD UTILITY UNDERGROUNDING PROJECT
FINANCING ASSESSMENT METHODOLOGY

PROJECT NUMBER: RFP NO. 2023-101

DATE: NOVEMBER 8, 2022

NAME OF APPLICANT FIRM: UTILITY CONSULTANTS OF FLORIDA
FEDERAL ID NO: 82-4774710

NAME OF CONTACT PERSON: MELANIE H. PORTER, CEO

ADDRESS: 14800 WALSINGHAM ROAD, SUITE 102, LARGO, FL 33487

TELEPHONE NUMBER: 727-307-9393

A COMPLETE LISTING OF ALL COMPANIES, IF ANY, THAT FORM
THE APPLICANT FIRM TEAM AND THEIR PRINCIPALS:
WILLDAN FINANCIAL SERVICES | TARA HOLLIS, CPA, CVA, MBA
BRYANT MILLER OLIVE P.A. | CHRISTOPHER ROE, PA



UCoF

MELANIE H. PORTER

VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

TAB B

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VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

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VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

TAB C
TRANSMITTAL LETTER

TRANSMITTAL LETTER





October 10, 2022

Village of North Palm Beach
Village Clerk's Office
Chad Girard, Acting Public Works Director
501 U.S. Highway One
North Palm Beach, FL 33408

Subject: RFP NO. 2023-101 Request for Proposals for Overhead Utility Undergrounding Project Financing: Assessment Methodology

Dear Chad Girard and Selection Committee Members,

For your consideration, Utility Consultants of Florida (UCoF) is pleased to submit this proposal in response to your Request for Proposals (RFP) for Overhead Utility Undergrounding Project Financing - Assessment Methodology. The significance of selecting the right team could be the difference in the project's overall success. We have assembled a team that not only has worked together but specifically on underground conversion projects similar to yours.

We fully understand and take a lot of pride in working with our clients to make sure the path going forward is in line with their vision and goals for the project. By choosing our team you can feel confident and reassured that our experience with these types of services will ensure that your staff will not be burdened with additional tasks. This team has been involved with several key FPL underground conversion projects across the state of Florida.

We bring the Village a successful track record, an in-depth understanding of policy & procedures, and staff with the ability to listen and effectively communicate. We know this project is especially important to the Village and having a well-planned assessment methodology will be key in the project moving forward. Our primary focus will be to work closely with the Village staff to develop a methodology from its initial inception to successfully achieve the desired end result.

WHY CHOOSE US?



We Bring Recent Similar Projects in Florida: Our team has been involved with assessment methodology for other underground conversion projects that are like this unique one. Most of our projects are FPL underground conversions so we are familiar and understand their processes & requirements.



Proven Ability to Meet Schedule and Financial Goals on Similar Projects: Our team is committed to meeting project time requirements; we have a proven track record for many years now. We are consistently able to work with our clients to determine the best project delivery method to complete a project within the desired timeframe.



Providing Open Communication with Residents and Key Stakeholders is Our Priority: We enjoy making the project as painless as possible to a community. Meeting with residents ahead of the work and providing them with clear, concise, and correct information creates proper expectations and overcomes confusion and negative public perception. When you are working close to residential homes, providing proper notification and explanation of what to expect can go a long way.

Our expertise and experiences specific to these types of projects help us deliver them successfully for our clients. We hope that within our proposal you will find our staff's knowledge and passion and our ability to provide you and your staff with a project deliverable that meets the objective and exceeds your expectations. We proudly invite you to talk with all our clients and hear directly from them about our reputation and results. We are excited for the opportunity to serve the Village of North Palm Beach with this unique and exciting conversion of overhead to underground utilities project. This proposal remains in effect for 90 days.

Sincerely,

Melanie Porter

Melanie H. Porter, CEO

UTILITY CONSULTANTS OF FLORIDA

VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

TAB D

**TECHNICAL PORPOSAL
AND DEVELOPMENT PLAN**

TECHNICAL PROPOSAL
AND DEVELOPMENT PLAN



VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun

SECTION 1

INTRODUCTION LETTER

UCoF



October 10, 2022

Village of North Palm Beach
Village Clerk's Office
Chad Girard, Acting Public Works Director
501 U.S. Highway One
North Palm Beach, FL 33408

Subject: RFP NO. 2023-101 Request for Proposals for Overhead Utility Undergrounding Project Financing: Assessment Methodology

Dear Chad Girard and Selection Committee Members,

Utility Consultants of Florida (UCoF), Willdan, and Bryant Miller Olive (BMO) were part of a consultant team engaged to develop a special assessment apportionment methodology for the Town of Longboat Key. This provides the Villages with a team that is familiar with each other and has demonstrated their ability to deliver a successful project. We offer the Village a team of extremely qualified and available staff for this project.

We have structured our team to provide the most cost-effective services while making sure we have the resources to successfully complete the Village's project on schedule. The Consulting Team is prepared to act in a leadership role for all aspects of the project including facilitating workshops, meetings and any public hearings required before the Village Council related to assessments, assisting with development and implementation of the assessment program and presentation of the recommended apportionment methodology, coordinating efforts of staff and any other consultants engaged by the Village for the project, assisting with finalizing cost estimates for purposes of determining the assessment amounts applicable to each phase or district, interfacing with the county tax collector and property appraiser as necessary for collection of the assessments on the annual property tax bill, and annual maintenance and administration of the discrete assessment programs corresponding to each phase.

We bring the Village a successful track record, an in-depth understanding of policy & procedures, and staff with the ability to listen and effectively communicate. We know this project is especially important to the Village and having a well-planned assessment methodology will be key in the project moving forward. Our primary focus will be to work closely with the Village staff to develop a methodology from its initial inception to successfully achieve the desired end result.

Our key personnel are comprised of Mark W. Porter of Utility Consultants of Florida (UCoF), Tara Hollis of Willdan Financial Services, and Chris Roe, shareholder with Bryant Miller Olive (BMO). As principal-in-charge, Mark Porter is responsible for ensuring client satisfaction throughout the duration of the contract. He will work with Tara Hollis and Chris Roe to support scope, schedule, and budget adherence. He will also evaluate staffing needs to ensure resources are deployed in a cost-effective but successful manner. Together, our team will make sure your project is effectively managed throughout the duration of the contract.

Sincerely,

Melanie Porter

Melanie H. Porter, CEO
UTILITY CONSULTANTS OF FLORIDA

SECTION 2

APPROACH TO THE PROPOSED SERVICES

UCoF

SECTION 2 – APPROACH TO THE PROPOSED SERVICES

Overall Approach & Methods

Estimated Scope of Services

Below is the UCoF Team’s proposed scope of services described in detail by task. The proposed work plan for the formation of the proposed Underground Utility Assessment District has been separated into two phases:

- Phase I: District Formation Services; and
- Phase II: Post-formation Services.

Each phase is described by task below, whereby we explain how each task will be accomplished, and identify associated meetings and deliverables.

We want to ensure that the following is responsive to the work requested by the Village and specific local circumstances. We will work with the project team including the Village Project Manager, Village Engineer, Village Attorney and Village staff to revise our proposed scope as necessary, based on input prior to initiating the project, and as needed during the project.

Phase I: District Formation Services

Task 1:	Kick-off Meeting/Conference Call
----------------	---

Objective: Identify key personnel involved in the project, establish effective lines of communication, and assist Village staff and the financing team in establishing a project schedule.

Description: The UCoF Team will meet with the Village Project Manager, Village staff, Village Engineer, and the Village Attorney, etc. at a project kick-off meeting to:

- A. Review the Village’s goals and objectives of the project;
- B. Discuss the potential constraints, challenges, procedures, and responsibilities;
- C. Plan the work study efforts; and
- D. Ensure our efforts lead to a successful conclusion according to the established project timeline.

During this meeting, we will review, discuss, and evaluate outstanding issues; and assist the Village in identifying policy decisions that are necessary to develop and implement this assessment program for the identified initial fiscal year. The UCoF Team will also discuss the timing of potential prepayments of assessments as well as when the Village desires to begin realizing revenues from the assessment program.

Meetings: One (1) kick-off meeting or conference call.

Deliverables:	UCoF Team:	Timeline.
	Village:	Data, records, plans, diagrams and estimates.

Task 2: Document and Site Review

Objectives: Gather current, detailed project information, and prepare the parcel database.

Description: As part of this task, the UCoF Team will gather information related to the project from the Village Engineer, Village, and County. Information will be gathered through meetings, correspondence, and follow-up phone calls to ensure accuracy and completeness. Necessary information may include, but is not limited to:

- Parcel and property appraiser data for the areas to be included in the proposed assessment district (all parcels within the Village limits);
- Maps and diagrams as available for the area(s) to be included;
- Information and data related to the cost estimates for the underground facilities to be constructed as part of the project;
- Maps or information regarding the location, extent and nature of the improvements including any onsite improvements needed (i.e. radial loop or new underground service connection from road to house; and
- As necessary, information regarding the nature, use, and/or zoning of the property in the proposed assessment district, to the extent not already available through the County data.
- Procedural ordinances and other documentation, if any, related to special assessment programs previously adopted by the Village which establish processes by which the Village imposes and collects special assessments

In addition, we will conduct a visual onsite tour of the area proposed for inclusion in the assessment district to evaluate such items as location of existing overhead utilities, potential view enhancements, future safety benefits, and proximity of affected properties to existing overhead facilities and poles. Gathered information will be vital in the development of the assessment methodology, and in determining benefit allocable to specific parcels in the proposed assessment district.

The UCoF Team will create a detailed parcel database displaying the following:

- | | |
|---------------------------------------|------------------------------------|
| ▪ Assessor's Parcel Number (APN); | ▪ Development status; |
| ▪ Assessment number; | ▪ Ownership; |
| ▪ Lot area; | ▪ Property address; |
| ▪ Front footage; | ▪ Mailing address; and |
| ▪ Assessed land and structure values; | ▪ Any other necessary information. |
| ▪ County land use; | |

The database will be used to calculate each parcel's assessment amount, and to generate the assessment roll, and mailing list for noticing requirements. An electronic file of this searchable database will be provided to the Village.

Meetings: Conduct a visual onsite tour of the area to be included in the assessment district.

Deliverables: **UCoF Team:** Preliminary database.

Task 3: Development of Assessment Methodology and Assessment Roll

Objective: Prepare a preliminary assessment analysis.

Description: The UCoF Team will develop a special assessment apportionment methodology for the Village

that reflects the special benefit received by properties within the Village from the proposed undergrounding of electrical, communications and other utilities. As part of this task, the UCoF Team will:

- A. Develop a critical events schedule describing the projected timeframe and steps involved with implementing the assessment program, from development and refinement of the methodology through prepayments and collection of annual installments, to serve as a road map for completion of the project.
- B. Review and incorporate the observations and findings from the fieldwork conducted as part of Task 2 to identify the relationship between the overhead utilities and properties served.
- C. Prepare an assessment roll and related computations from our database including:
 - Assessor's parcels within the proposed assessment district boundaries; the assignment of an assessment number for each parcel; and, as necessary, zones of benefit;
 - Identification of appropriate measurement factors on which to spread the costs of undergrounding and assignment of factors to each parcel;
 - Formula for each parcel to calculate an assessment; and
 - Computation of the assessment for each parcel, which will automatically populate as a project cost is determined or updated.
- D. Develop an assessment methodology that will take into consideration the land use designations of properties in the Village to determine the level of special benefit received (i.e. commercial, multi-family, single-family residential, condominiums, etc.), will identify and describe the special benefits received by properties within the proposed assessment district, and establish a reasonable special benefit nexus between improvements and properties. The assessment methodology will take into consideration various potential benefit factors and data points based on previous discussions with the Village, including the land use potential, density, and acreage. As appropriate, we will also consider safety, improved reliability, overall neighborhood aesthetics, and aspects of properties' view enhancement. We may also include provision for adjustments for properties adjacent to facilities placed above ground, such as transformers, or for easements granted, as necessary. The proposed assessment methodology will be designed to be technically defensible and will fairly assess properties in the Village.
- E. Present how the methodology developed will spread the overall costs to each property and their assessment amount, using the proposed project cost. To ensure all considerations have been addressed, the methodology will be reviewed with the entire Village project team, and then refined and finalized for the assessment methodology report. The method will be devised to specifically address:
 - The general benefit received by each parcel;
 - The special benefit that each parcel receives, including safety, reliability and aesthetic benefits; and
 - The special and general benefit ascribed to public agency parcels (if appropriate).
- F. A boundary map and an 18-inch by 26-inch assessment diagram that is suitable for recording, as well as in an 8-inch by 11-inch format. Two (2) originals and two (2) copies will be provided to the Village. The assessment diagram will include the following items:
 - Legal parcels that exist at the time of the assessment district formation.
 - Assessor parcel numbers (APNs), or tract and lot information for each parcel.
 - The assessment number assigned to each lot corresponding to the assessment roll.

- Boundaries of benefit zones, if applicable.

Meetings: One (1) meeting (online or in-person) with Village staff.

Deliverables: **UCoF Team:** Preliminary assessment analysis, assessment roll, boundary map, assessment methodology.

Task 4: Prepare Assessment Methodology Report

Objective: Compile items and data from prior tasks into the Assessment Methodology Report, submit Report to the Village for review and comment, and attend Village meeting for presentation and adoption of preliminary Report and Initial Assessment Resolution.

Description: The UCoF Team will develop a Draft Report of the Underground Utility Assessment which will fully document the data, methodology, analysis, and results associated with the development of the proposed assessment and provide to the project team for review and comment. After discussion with and incorporation of feedback, the UCoF Team will issue a Final Report and present it to the Village Council and field any related questions.

The Draft/Final Report will include the following components:

- A description of the proposed public facilities to be funded;
- A cost estimate for the improvements;
- Description of the special benefits to properties as a result of the undergrounding improvements;
- Benefit analysis;
- Description and explanation of the method of assessment;
- A diagram identifying the boundaries of the assessment district and properties to be included;
- An assessment roll that shows the properties and their proposed assessments; and
- A catalog of assessment formulas, by property type with subsets.

Meetings: One (1) Village Council meeting for presentation of the Assessment Methodology Report and adoption of the Initial Assessment Resolution.

Deliverables: **UCoF Team:** Assessment Methodology Report.

Task 5: Prepare and Mail Notices and Attend Public Hearing

Objective: Prepare and mail the notices to property owners based on the requirements of Chapter 197, Florida Statutes and the Village Code for tax bill collection of annual installments and attend public hearing to answer questions regarding the assessment methodology and resulting assessments.

Description: Upon Council adoption of the Initial Assessment Resolution, the UCoF Team will prepare the mailing list and notification letters of proposed assessments as required by Chapter 197, Florida Statutes and coordinate with a printing company for mailing to effected property owners. In addition to the amount of the proposed assessment for each parcel, the notices will include the time, date, and place of the public hearing. The notices must be mailed a minimum of 20 days prior to the public hearing. The UCoF Team will provide the Village with a signed declaration

indicating that notices were mailed in accordance with designated statutory requirements. Property owner notices will include the following:

- Assessor's Parcel Number;
- Property owner and mailing address (or situs address derived from information obtained from Village and County staff);
- Proposed assessment amount;
- Method of Assessment; and
- Time, date and place of public hearing to consider adoption of the assessments

The UCoF Team will attend the public hearing and present the Assessment Methodology Report.

Meetings: One (1) Village Council meeting for: 1) Adoption of the Assessment Methodology Report and 2) public hearing to adopt Final Assessment Resolution, Intent Resolution and Bond Resolution (If required).

Deliverables: UCoF Team: Assessment Notices.

Village: Time, date, and place of the public hearing.

Phase II: Post Formation Services

If the assessment district is not formed, our services are concluded. If, however, the assessment district is formed, we will notify property owners of their final assessments and prepayment amounts, assist the finance team with required data for funding improvements, and record necessary documents, as demonstrated by the following tasks.

Task 6: Mailing of Notice of Confirmed Assessment and Updated Lien Book

Objective: Prepare and mail confirmed assessment apportionment and Notice of Assessment; Coordinate and confirm payoffs and prepare paid/unpaid assessment list.

Description: The confirmed assessment and Notice of Assessment will be prepared and mailed to each property owner of record within the proposed assessment district. This notice will mark the beginning of the pre-payment collection period and will offer an opportunity for affected owners wishing to satisfy their assessment obligation in cash prior to a bond sale and thereby avoid financing costs and annual interest. A certificate confirming the completion of this task will be provided to the Village.

After the 30-day cash collection period, recordation of payoffs will be coordinated with the Village; the paid/unpaid assessments list will be prepared; and data will be compiled for the final financing/bond documents.

Deliverables: UCoF Team: Prepayment Letters and updated Lien Book for collection of prepayments.

Task 7: Bond Validation Documentation and Hearing Testimony

Objective: Provide expert testimony and testimony support relative to the project and Assessment Methodology to have the methodology validated through the legal system; at the Villages' direction, BMO will take a leading role in conducting and prosecuting the bond validation proceeding

Description: The UCoF Team will prepare and compile the necessary files for the Bond Validation Hearing including:

- Exhibits

- Complaint and all pleadings and court filings
- Evidentiary Exhibits including
 1. Assessment Roll
 2. Methodology Report
 3. Parcel Database

As part of this task, the UCoF Team will work with the Undergrounding Project Team including Village staff, Village Engineer, Village Attorney, Bond Counsel etc. to prepare for and prosecute the Bond Validation Hearing. The UCoF Team will participate and testify in the Bond Validation Hearing as required. **This includes typical non-contested Bond Validation Hearing. Fees for a contested Bond Validation will be scoped and costed separately.**

Deliverables: UCoF Team: Testimony Exhibits and Expert Testimony.

Task 8: Financial Feasibility Analysis and Bond Issuance Support

Objective: Provide information and review documents to support the issuance of bonds.

Description: As necessary, the UCoF Team will provide information and review the preliminary Official Statement or other loan documents. A Financial Feasibility Report will be developed for the Official Statement, including discussions regarding:

- | | |
|---|---|
| ▪ Purpose, Security and Source of Payment for the Bonds | ▪ Projected Assessment Debt Service |
| ▪ The Village | ▪ Principal Assumptions and Considerations |
| ▪ The Assessment Area | ▪ Conclusions |
| ▪ The Project | ▪ Value-to-lien summaries |
| ▪ Assessment Methodology | ▪ Top property owners |
| ▪ Benefit Analysis | ▪ Development status |
| ▪ Projected Annual Assessments, Collections and Prepayments | ▪ Other data required by the financing team |

Deliverables: UCoF Team: Review of preliminary Official Statement/loan documents; development of Financial Feasibility Report and necessary Certifications.

Task 9: Legal & Consulting with special assessment development

Objective: Participate in conference calls, meetings, public hearings, etc., and answer any questions.

Description: Legal consultant in support of the assessment development and implementation of the project; if directed by the Village, serve as lead counsel in bond validation and assist with bond issuance.

Meetings: Conference calls, as necessary.

Deliverables: UCoF Team:

- Research and advise the Village with respect to the development and implementation of special assessments generally, including the timeframe and steps involved with adopting and administering the assessment program, and any unique issues or circumstances associated with potential use of special assessments by the Village.

- Review and comment upon existing Village ordinances, if any, providing for the levy and collection of special assessments or other charges; suggest revisions or amendments, if any, necessary or advantageous for achieving the Village's objectives.
- Draft and provide any ordinances, resolutions and notices related to the development and implementation of the special assessments, or review any such ordinances, resolutions and notices as prepared by Village staff.
- Draft and provide any ordinances, resolutions and notices related to tax bill collection of annual installments of the assessment and any prepayment opportunities for affected property owners offered by the Village.
- Review and comment upon the methodology report to ensure legal sufficiency for purposes of supporting the assessment project; review and comment upon master planning reports for constructing of the undergrounding improvements, including addenda or supplements, prepared by engineers or other consultants engaged for the project; assist Village staff in the preparation of supporting documentation.

Task 10: Meetings and Other Communication

Objective: Participate in conference calls, meetings, public hearings, etc., and answer any questions.

Description: This scope includes participation in five meetings including: two (2) meetings with Village staff and/or committees (kick-off meeting and Draft Report review), one (1) to conduct fieldwork, and two (2) Village Council meetings to present the assessment methodology and answer questions.

The UCoF Team will attend additional meetings at the Village's request for an additional fee.

Additionally, the UCoF Team will participate in conference calls with Village staff, bond counsel, financial advisor, bond underwriter, as well as with any other project consultants. We will be available to answer questions and provide information to property owners, project proponents, community association representatives and other interested parties to facilitate the completion of the assessment analysis and methodology report in a timely manner.

Meetings: Conference calls, as necessary.

Deliverables: UCoF Team: None.

Additional Services

The UCoF Team will provide additional services upon request of the Village. These additional services will be scoped and priced separately, and may include the following:

- Participation in community outreach and education meetings on the assessment methodology.
- Certification of the initial assessment roll to the Palm Beach County Tax Collector.
- Non-Ad Valorem District Administration Services using MuniMagic+, Willdan's secure proprietary web-based data management application.
- Property owner service representative services to respond to phone inquiries and serve as the primary contact in answering questions related to charges, assessments, and special taxes on property owner tax bills.

Village Council and Staff Involvement

The Consulting Team is prepared to act in a leadership role for all aspects of the project including facilitating workshops, meetings and any public hearings required before the Village Council related to assessments, assisting with development and implementation of the assessment program and presentation of the recommended apportionment methodology, coordinating efforts of staff and any other consultants engaged by the Village for the project, assisting with finalizing cost estimates for purposes of determining the assessment amounts applicable to each phase or district, interfacing with the county tax collector and property appraiser as necessary for collection of the assessments on the annual property tax bill, and annual maintenance and administration of the discrete assessment programs corresponding to each phase.



The Team will work with Village staff on an as-needed basis to address citizen inquiries and new or changing circumstances in each phase to ensure conformance of the assessment program and undergrounding project to the policy direction of the Village Council.

Innovative Ideas

Public Outreach and Education Program

As the UCoF Team has completed numerous assessment programs throughout the U.S. and is well versed in both the laws regulating assessments and, more importantly, in citizens' perception of assessment programs, we view citizen education as crucial to the institution of a new program. We often find that objections and concerns about assessment programs come from misinformation or incorrect assumptions on the citizen's part, rather than material concerns regarding the methodology or program itself. An assessment program requires a serious educational component for both the elected officials and public that, in turn, requires a highly proficient consultant experienced in the public educational process, who can inform the public on how these programs function; why they are necessary; and, most importantly, why they are the most fair and equitable means of paying for essential municipal services. Some of the UCoF Team's public outreach and education efforts when

working with a community to adopt an underground utility assessment program have included the following:



- Development of educational materials related to the utility undergrounding assessment program; materials can be in several media (newsprint, stuffers for municipal mailings, add-ons for websites, etc.) and focus on the basis and need (legal and environmental) for the program, general description of the program's activities and objectives, and generalized information about the costs of the program and how those costs will be met.

- Preparation of a Frequently Asked Questions (FAQ) document that can be mailed to each affected property owner or placed on the municipality's website. This FAQ document includes questions and answers for issues typically raised by property owners prepared in a single, straightforward information piece that will convey the significance of the assessment in an easy-to-understand format.

- Preparation of materials (slide shows, brochures, etc.) for use by the municipality staff at

presentations to interest groups (taxpayer groups, civic associations, school students, senior citizens, business groups, etc.).

- Conduct familiarization and training program for Village staff to familiarize the staff with the materials.
- Participation in Community Town Hall events to discuss the proposed assessment. Generally, an effective communication tool is to conduct a property owner workshop or Town Hall meeting prior to the assessment notices being mailed, but this workshop may also be scheduled during the required minimum 20-day period between the mailing of notices and the Public Hearing.

Fee for Services

PROPOSED FEES	
FIRM	EST COST
UTILITY CONSULTANTS of FLORIDA	\$68,750
WILLDAN	\$80,675
BRYANT MILLER OLIVE (BMO)	\$50,000
EST TOTAL	\$199,425

As shown in the above table, the UCoF Team fees for this project are estimated not-to-exceed \$199,425. This is based on the above scope of services including formation of the Utility Undergrounding District through the required noticing provisions of the Florida Statutes and Issuance of the Special Assessment Bonds to Fund the project. The estimated professional fees are based on the Village's data being provided in a form/format that facilitates the analysis preparation described in our scope.

Should development of the data supplied by the Village or County require effort over and above the intended scope, the UCoF Team will immediately notify the Village. Further, the Village acknowledges that the UCoF Team will rely upon the validity and accuracy of the information provided by the Village or their designees and that the UCoF Team shall not be liable for any inaccuracies contained therein.

The fees charged by Willdan are reflective of our belief and commitment of providing high quality, cost-effective consulting services to our clients. On the basis of the general project approach described above, Willdan's combined project labor billings and expense costs are proposed **not-to-exceed \$80,755**. Based on actual incurred effort, each task's budgeted amount may increase. Willdan will not, however, exceed the estimated total labor and expense billing amount without first obtaining the Village's prior written authorization.

BMO's hourly rate for special counsel services related to development and implementation of special assessments for undergrounding projects is \$325 per hour. Based on our understanding of the Village's objectives, we estimate legal fees of not exceeding \$50,000 related to assessment development and implementation if the project is undertaken in a single phase. If the project unfolds in a series of phases, each with its own distinct assessment area or district, the legal fees for subsequent districts would typically be much lower, though in any case unforeseen events or circumstances beyond the control of the Village or BMO may impact the overall cost. Such circumstances may include extraordinary objection to the assessment program by affected landowners and the extent of the Firm's participation in public meetings and its role in educating elected officials, staff and the public regarding the assessment process.

If BMO is directed to undertake a validation proceeding on the Village's behalf regarding the assessment program and any debt issuance secured by the assessments, we estimate that the total professional fees of the Firm will not exceed \$20,000, exclusive of costs such as filing fees and required notices. Such fee estimate assumes an uncontested, unappealed validation proceeding. Contested validation and/or appeal of the trial court's final

judgment could result in higher fees. Legal and consulting fees associated with special assessment development, including costs and expenses related to mailed and published notices, are reimbursable to the Village through proceeds of the assessment. The Firm is also available, at the Village's direction, to serve as Bond Counsel for any bonds or other debt obligations issued to finance the undergrounding project by the Village through proceeds of the assessment.

Notes:

- The fee denoted above will not be contingent upon the outcome of the formation process.
- The fees are based on the adoption of a Village-wide utility undergrounding district and a single Special Assessment Bond Issue.
- The BMO fee estimate for validation is based on a non-contested, unappealed Bond Validation Hearing.
- Additional meetings or tasks outside our proposed scope of work will require an additional fee.
- For our proposal, telephone conference calls are not considered “meetings” and are not limited by our scope of services.
- This fee does not include printing and mailing (postage) costs associated with the assessment notices and prepayment letters.
- The Village will be invoiced **monthly**.

Additional Services

Additional services may be authorized by the Village and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Hourly Rate Schedule	
Position	Hourly Rate
Principal-In-Charge (Sr Project Manager), UCoF	\$205
Project Manager (Technical), UCoF	\$165
Field Data (Field Technician), UCoF	\$110
Principal-In-Charge (Technical Advisor), Willdan	\$250
Principal Consultant (Task Manager), Willdan	\$210
Senior Project Manager (Senior Analyst), Willdan	\$175
Financial Analyst, Willdan	\$100
Special Counsel, Bryant Miller Olive	\$325
Senior Project Manager (Senior Analyst), Willdan	\$175

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SECTION 3
PAST EXPERIENCE

UCoF

SECTION 3 – PAST EXPERIENCES

Special Assessment Methodology Experience

Town of Longboat Key, FL | Underground Utility Assessment Project (\$49M)

Utility Consultants of Florida (UCoF), Willdan, and Bryant Miller Olive (BMO) were part of a consultant team engaged to develop a special assessment apportionment methodology for the Town of Longboat Key identifying the special benefit properties received from the undergrounding of electrical, communications, fiber optics and other utilities and installation of street lighting. A two-phase approach was initiated; the first part was specific to Gulf of Mexico Drive (the "GMD Project"), while the second phase involved all remaining streets or neighborhoods in the Town where such utilities have not been placed underground and/or where fiber optics are not currently available (the "Neighborhood Project").

BMO assisted the Town of Longboat Key with a townwide undergrounding of overhead utility lines and the installation of street lighting and fiber optic improvements. The Firm has assisted the Town with all aspects of project finance including drafting the ordinances approving a bond referendum for each phase (as required by the Town charter for the issuance of any bonds) and the related ballot



summaries, the ordinances and resolutions authorizing imposition of the assessments and the issuance of revenue bonds secured by the assessments, trial court validation, and assisting with efforts to negotiate a public-private partnership (P3) agreement by which a private sector partner would fund a substantial portion of the fiber optics infrastructure costs in exchange for broadband and cellular service rights. After referendum approval and guiding the Town through the process necessary for imposition of special assessments, BMO successfully obtained trial court validations of the Town's authority to issue bonds to finance each phase over landowner challenge.

UCoF was also responsible for data gathering, which included field work to identify the benefit individual properties receive from the proposed improvement, providing cost analysis on the overall scope & cost to build the project, providing support to Willdan and BMO for the assessment methodology, and court testimony supporting the estimated project cost component. Additionally, UCoF provided the Project Manager role in overseeing the project. UCoF is continuing to work with the Town on this project as it nears final completion. The project continues to be under budget and ahead of schedule!

Willdan worked with UCoF to collect parcel information and review the field work findings to identify the benefit individual properties receive from the proposed improvement. Based on that information, Willdan developed the parcel database and prepared the assessment methodology and report, as well as the initial certified assessment roll. Additionally, Willdan Principal

Consultant Tara Hollis was responsible for providing testimony at the Town's bond validation hearings and had the methodology accepted by the Sarasota County court system. Additionally, Ms. Hollis also served as the Feasibility Consultant for the Town's bond issues related to financing the undergrounding project (GMD Project - \$15.765 million and Neighborhood Project - \$18.865 million).

Willdan is currently providing Non-Ad Valorem Special Assessment Administration Services for the Town's GMD and Neighborhood Areas undergrounding conversion districts. The administration services include annually calculating and apportioning the assessment amounts; maintaining and updating the Town's parcel databases containing parcel/levy amounts; providing preliminary and final levies to both Sarasota County and Manatee County Auditor/Controller's Offices for placement on the annual property tax roll; and preparing final payoff statements, as requested. The deliverables associated with this project have been delivered on time and within the agreed-upon budget.

Client Contact: Susan L. Smith, Finance Director
501 Bay Isles Road, Longboat Key, FL 34228
Tel #: (941) 316-6882 | Email: ssmith@longboatkey.org

Services Provided: 2015 through present



City of Belleair Beach | Underground Utility Assessment Project & Project Management (\$2.3M)

UCoF and BMO assisted the City of Belleair Beach with its undergrounding project for the Belleair Estates Island neighborhood. BMO's work involved facilitating the landowner petition process required by local ordinance, including drafting petition forms; assistance with development of the apportionment methodology, overseeing efforts of methodology consultant and preparation of methodology report; drafting all ordinances, resolutions and notices necessary to impose and collect the assessments; attend and oversee public workshop, meeting and hearing process; facilities adoption of supplemental or

completion assessment to address cost estimate shortfalls; collaborate with engineering firm engaged for design work and preliminary cost estimate; trial court validation (uncontested, no appeal); assist with annual administration of the assessment program. The assessment process began in 2017; construction was completed in 2019.

UCoF helped support the City of Belleair Beach with confirmation of projected cost of the project and work along the Ad-Hoc Committee to ensure that scheduling, construction and coordination with all the respective utility owners was carried out successfully. The project was extremely successful and completed ahead of schedule and under budget.

Client Contact: Lynn Rives, City Manager
444 Causeway Boulevard, Belleair Beach, FL 33786
Tel# (727) 229-8433 | Email: Kyle.Riefler@CityofBelleairbeach.com

Services Provided: 2017-2018

Town of Gulf Stream, FL | Underground Utility Assessment Project



Willdan was hired by the Town of Gulf Stream to develop a special assessment methodology that reflected the special benefit received by properties within the Town from the proposed undergrounding of overhead utilities. As a portion of the Town was already underground, the project area for this non-ad valorem assessment was defined as the area of the Town located east of the Intracoastal Waterway, including the recently annexed territory which occurred in March of 2011. As part of this project, Willdan developed an assessment methodology based on the

benefits provided to each of the affected properties as a result of undergrounding the overhead utilities. These benefits included improved safety, improved reliability, and improved aesthetics. The benefits were assigned to each affected property based on an Equivalent Benefit Unit (EBU). Willdan worked with the Town to send out the required notices to the affected property owners, participated in meetings and public hearings, and prepared the final report and certified assessment roll filed with Palm Beach County.

In addition to developing the assessment methodology, Willdan also provided annual administration services through the final repayment of the assessments in 2021. The annual administration services included the calculation of the levy amount; maintenance of the parcel database, including update of changed parcels; and submittal of the TRIM notice information to the County Property Appraiser's Office and the levy to the County Tax Collector's Office for placement on the annual property tax roll. The deliverables associated with this project have been delivered on time and within the agreed-upon budget.

Client Contact: Renee Basel, Town Clerk
100 Sea Road, Gulf Stream, FL 33483
Tel #: (561) 455-3193; Email: rbasel@gulf-stream.org

Services Provided: 2011 through 2021

City of Destin, FL | City-Wide Underground Conversion (\$90M)

UCoF is currently providing full project management to assist the City of Destin with a townwide undergrounding of overhead utility lines and in coordination with FPL. The Firm is also assisting the city with all aspects of project finance including drafting the Opinion of Probable Cost Report, supporting the city in their current efforts to secure a new franchise agreement with FPL. The current franchise agreement will provide some of the overall undergrounding cost. In addition to the franchise agreement the city is



seeking other funding options such as possible CRA funding and city referendum.

Client Contact: Krystal Strickland, Finance Director
4200 Indian Bayou Trail, City of Destin, FL 32541
Tel #: (850) 837-4242 | Email: kstrickland@cityofdestin.com

Services Provided: 2021 through Present



City of Oviedo, FL | Street Lighting Non-Ad Valorem Assessment Program

The City of Oviedo desired a more effective manner to recover the cost of providing street lighting services to property owners in the service area through the establishment of a lighting assessment. Willdan assisted the City with the establishment of the assessment in compliance with applicable Florida statutes for the five-year forecast period (FY 2019-2023). The non-ad valorem street light assessment program was developed to recover the annual

costs associated with maintaining and operating the street lights throughout the City, as well as fund anticipated street lighting improvements. The project included developing a defensible methodology to assign costs to each property as well as preparing the associated certified assessment roll and required mailings per Florida Statutes. Willdan currently provides the annual administration of the street light assessment program and prepares the updated notices to newly affected properties as well as maintains the assessment database and associated certified annual assessment roll that is provided to the Seminole County Tax Assessor. The deliverables associated with this project have been delivered on time and within the agreed-upon budget.

Client Contact: Jerry Boop, Finance Director
400 Alexandria Boulevard, Oviedo, FL 32765
Tel #: (407) 971-5544 | Email: jboop@cityofoviedo.net

Services Provided: 2018 through Present

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SECTION 4
OPERATIONAL INFORMATION

UCoF

SECTION 4 - OPERATIONAL INFORMATION

We offer the Village a team of extremely qualified and available staff for this project. We have structured our team to provide the most cost-effective services while making sure we have the resources to successfully complete the Village's project on schedule. The Consulting Team is prepared to act in a leadership role for all aspects of the project including facilitating workshops, meetings and any public hearings required before the Village Council related to assessments, assisting with development and implementation of the assessment program and presentation of the recommended apportionment methodology, coordinating efforts of staff and any other consultants engaged by the Village for the project, assisting with finalizing cost estimates for purposes of determining the assessment amounts applicable to each phase or district, interfacing with the county tax collector and property appraiser as necessary for collection of the assessments on the annual property tax bill, and annual maintenance and administration of the discrete assessment programs corresponding to each phase.

The Team will work with Village staff on an as-needed basis to address citizen inquiries and new or changing circumstances in each phase to ensure conformance of the assessment program and undergrounding project to the policy direction of the Village Council.

Our team's normal hours of operation are Monday thru Friday 8AM to 5PM. With that said, our team works hard to meet the needs of our clients which sometimes requires services beyond the normal weekday structure.

Key Personnel and Their Relationship

Our key personnel are comprised of Mark W. Porter of Utility Consultants of Florida (UCoF), Tara Hollis of Willdan Financial Services, and Chris Roe, shareholder with Bryant Miller Olive (BMO). As principal-in-charge, Mark Porter is responsible for ensuring client satisfaction throughout the duration of the contract. He will work with Tara Hollis and Chris Roe to support scope, schedule, and budget adherence. He will also evaluate staffing needs to ensure resources are deployed in a cost-effective but successful manner. Together, our team will make sure your project is effectively managed throughout the duration of the contract.

UTILITY CONSULTANTS of FLORIDA PROFILE & RESUMES



UTILITY CONSULTANTS of FLORIDA is a Florida corporation established in 2018, a State WBE, an SBE, and our firm specializes in Utility Underground Conversion Projects, Project Management, Constructability Reviews, and Utility Coordination. Our firm's specialty is underground conversion projects for coastal communities across the State of Florida. Most of our projects include FPL, Duke, and Gulf Power underground conversions so we are familiar and understand their processes & requirements. Our expertise and experiences specific to these types of projects help us deliver them successfully for our clients. Each of our projects involve everything from preliminary estimates, funding, grants, contractor procurement, negotiations, design support, construction, easement acquisitions, management & oversight, project records to final project close-out.

EXPERIENCE & POSITIVE RELATIONSHIPS WITH CLIENTS – Our firm is familiar with project requirements for these type of projects for the power agencies, but we also work with various utility communication providers throughout the State of Florida. This allows us to clearly communicate with our clients. We are in good standing with all our clients, key stakeholders, design staff, and the unique communities on each of our projects we have been fortunate to serve. We understand the importance of this to achieve efficiencies and maintain the working relationship to support an overall positive working environment and continue firm growth.

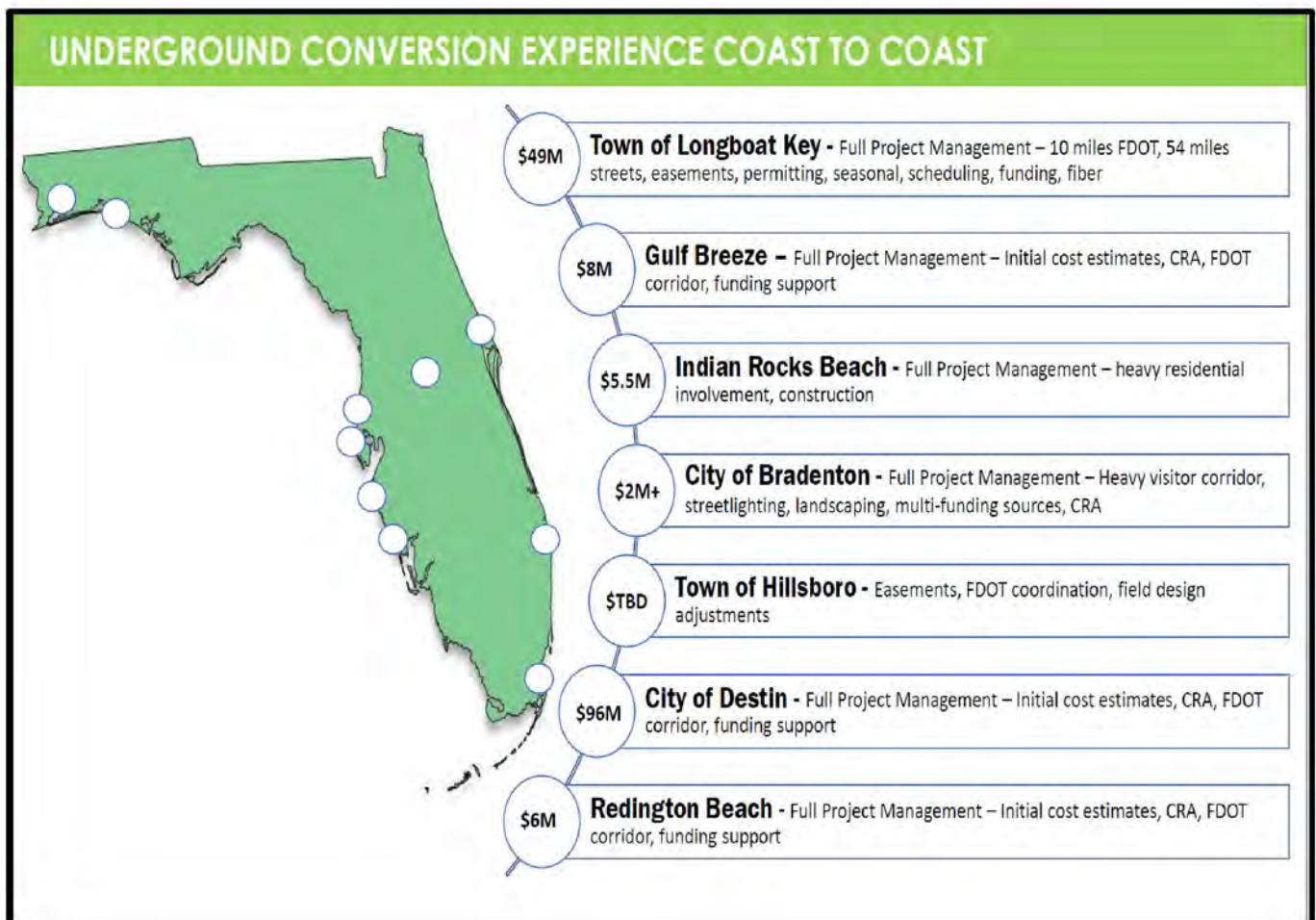
CAPABILITIES & BENEFITS– We have a tried and tested record that demonstrates our ability to have successfully started and completed challenging projects. These projects range from \$90M to smaller but equally unique underground conversion projects. We are involved with projects that vary in size and challenges and you will find that our clients and business partners will confirm our ability to meet the projects goals and do our part to provide a stress-free communication for the project needs. Our firm offers staff that are well verse in both the design and construction efforts. The experience from both sides offers our clients a diverse project approach that eliminates the common communication separation between these two critical roles of a project.

PROJECT MANAGEMENT – The success of a project begins and ends with open communication, transparency and understanding the clients' overall goals & objectives. This is achieved by bringing all the critical pieces of the project together with strategic planning that is only possible with past and recent knowledge. We bring experience in the roles of both design and construction with excellent reputations for offering real field experiences into the design and construction.

UTILITY COORDINATION – Our firm has been involved with supporting utility coordination efforts in both design & construction. We have established relationships within the utility organization and understand their roles and limitations so we can best serve the project needs. During planning & design we evaluate the potential impacts and how that plays part to the utility sequencing. Understanding the scope and helping to work together with the project team to identify a logical sequence is critical.

INSPECTION & OVERSIGHT – Our firm is familiar with inspection and documentation processes. We understand the importance of having well-kept documents and proper tracking to support various stages of a project.

PROVEN ABILITY to MEET SCHEDULE and FINANCIAL GOALS – Our team is committed to meeting project time requirements; we have a proven track record for many years now. We are consistently able to work with our clients to determine the best project delivery method to complete a project within the desired timeframe. All our completed projects were under budget and ongoing projects are currently under budget. We are conscious of community impacts with seasonality, events, and construction activities for this type of work, so we develop a strategic approach to minimize impacts while maintaining financial goals.





UTILITY CONSULTANTS OF FLORIDA

MARK PORTER

Principal-in-Charge / Client Service Leader/Project Manager

Mark Porter is a Sr. Project Manager who has extensive experience on complex utility undergrounding, rail, highway, bridge and urban sensitive projects. Mark's areas of expertise include all aspects of project management, utility coordination, schedule review, American Recover and Reinvestment Act (ARRA)/Local Agency Program (LAP) oversight, joint project agreement (JPA) oversight and management, utility coordination meetings, schedule tracking, and project administration. Mark had the privilege of preparing and presenting the 2006, 2007, 2008, 2009, 2010 and 2011 Florida Department of Transportation (FDOT) Engineering Technician Academy on utilities. Relevant project experience includes the following:

Project Manager, Town of Longboat Key Utility Underground Conversion Project \$49M, Longboat Key, Florida, 5/2017 to present. As part of the underground conversion Project, Mark is providing project management and design oversight for the Town. Duties include commissioner reports, RFP development, negotiations, design oversight, construction management, court bond validation, payment approval and coordination with key stakeholders.

Sr Project Manager, Gulf Breeze Utility Underground Conversion Project \$12M, Gulf Breeze, Florida, 11/2020 to present. As part of the underground conversion Project, Mark is providing project management and design oversight for the City. Duties include commissioner reports, RFP development, negotiations, design oversight, construction management, construction oversight.

Sr Project Manager, City of Destin Utility Underground Conversion Project \$72M, Destin, Florida, 5/2020 to present. As part of the underground conversion Project, Mark is providing project management, opinion of probable cost/estimates, phasing, and design oversight for the City. Duties include commissioner reports, RFP development, negotiations, design oversight, construction management, construction oversight.

Project Manager and SR Utilities Coordinator, All Aboard Florida High Speed Rail Project \$60M, Orlando to Miami, Florida, 2/2014 to 3/2017. As part of the AAF Project, Mark is providing design oversight for several engineering firms providing design and specification as part of the AAF Phase I & Phase II. Additionally, Mark managed the utility involvement as part of the AAF Phase I Bid-Build Rail Infrastructure contract with Archer Western from Miami to West Palm Beach. - Client Contact:

Utility Coordinator/Project Manager, SR 46 Lake Jesup Bridge Replacement Design-Build \$27M, Seminole and Volusia Counties, Florida, (FPID: 24016315201) 12/2007 to 8/2009. For FDOT District 5, Mr. Porter served as the utility coordinator/project manager for the major roadway and bridge construction of SR 46 (Lake Jesup Bridge Replacement). Mr. Porter managed the JPA Contract between the design-build team and the City of Sanford; utility relocations; overall project coordination and scheduling were necessary to minimize impacts to this project.

MARK PORTER

Firm

Utility Consultants of Florida

Chief Operating Officer

Project Manager - Utilities
Undergrounding

34 Years' Experience

Underground Conversions
Fiber & Utilities

FDOT ENGINEERING ACADEMY 2006-2011

Certifications & Training Tin # P636559700160

- CTQP QC Manager
- Qualified Stormwater Management Inspection
- Nuclear Safety
- IMSA Work Zone Safety Certification
- Multi-Line Intermediate
- Multi-Line Advanced Engineering Menu
- Density Log Book Maintenance
- Analyzing the Project Schedule
- Competent Persons Trench Safety



UTILITY CONSULTANTS OF FLORIDA

STEPHANIE LINDSAY

Project Manager

Stephanie Lindsay is a Project Manager with experience overseeing various municipal infrastructure projects, including stormwater, wastewater, natural gas, as well as other environmental projects. Stephanie's prior experience includes stormwater compliance, code enforcement, and hazardous materials management. Relevant project experience includes the following:

Project Manager, City of Gulf Breeze, Utility Underground Conversion Project, 2020 to Present. As part of the underground conversion Project, Stephanie is providing project management for the City. Duties include design oversight, construction management, and construction oversight.

Project Manager, City of Destin Utility Underground Conversion Project, 8/2022 to present. As part of the underground conversion Project, Stephanie is providing project management and design oversight for the City. Duties include design oversight, construction management, and construction oversight.

Project Manager, City of Gulf Breeze, Bear Drive Stormwater Drainage and Pavement Improvements, 2020-2021. As the Project Manager for the City of Gulf Breeze, Stephanie oversaw the successful completion of this Stormwater project. Duties include ITB development, award of contract and NTP issuance, construction oversight, construction management, public outreach and involvement, and coordination with key stakeholders.

Project Manager, City of Gulf Breeze, RESTORE Soundside Septic to Sewer Conversion Project, 2021-2022. As the Project Manager for the City of Gulf Breeze, Stephanie provided project management skills to successfully complete the design process of this conversion project. Duties include RESTORE Council reports, design oversight, payment approval, public outreach and involvement, and coordination with key stakeholders.

Project Manager, City of Gulf Breeze, CNG Vehicle Fueling Station Build, 2020 to 2021. As the Project Manager for the City of Gulf Breeze, Stephanie oversaw the successful completion of the CNG Fueling Station Build. Duties included construction management, construction oversight, coordination with multiple regulatory agencies and key stakeholders.

STEPHANIE LINDSAY

Firm

Utility Consultants of Florida

Project Manager - Utilities
Undergrounding

3 Years' Experience

Certified Associate in Project
Management

Google Project Management
Certificate

WILLDAN FIRM PROFILE & RESUMES

Willdan Financial Services, a California Corporation, is an operating division within Willdan Group, Inc. ("WGI"), which was founded in 1964 as an engineering firm working with local governments. Today, WGI is a publicly traded company (NASDAQ: WLDN). WGI, through its subsidiaries, provides professional technical and consulting services that ensure the quality, value and security of our nation's infrastructure, systems, facilities, and environment. The firm has pursued two primary service objectives since its inception—ensuring the success of its clients and enhancing its surrounding communities.

A financially stable company, Willdan has approximately 1,400 employees working in more than a dozen states across the U.S. Our employees include a number of nationally recognized subject matter experts for all areas related to the broadest definition of connected communities.

Willdan has solved economic, engineering and energy challenges for local communities and delivered industry-leading solutions that have transformed government and commerce. Today, we are leading our clients into a future accelerated by change in resources, infrastructure, technology, regulations, and industry trends.



Willdan Financial Services

Established on June 24, 1988, Willdan Financial Services, is a national firm and is one of the largest public sector economic and financial analysis consulting firms in the United States. Our staff of over 70 full-time employees support our clients by conducting year-round workshops and on-site training to assist them in keeping current with the latest developments in our areas of expertise. Willdan assists local public agencies by providing the following services.

Willdan Financial Services	
Services	
<ul style="list-style-type: none"> • Utility rate and cost of service studies • Administration of special taxes, assessments, standby charges, and utility rates • Economic development plans and strategies • Long term financial plans and cash flow modeling • District formation services for assessment/local improvement districts and special taxes • Financial Consulting and Feasibility Studies 	<ul style="list-style-type: none"> • Municipal Advisory Services • Development impact fee establishment and analysis • Merger, Acquisition, Divestiture, and Valuation Services • Arbitrage and continuing disclosure services • Debt issuance support • Long-term financial plans and cash flow modeling

Special Assessment Qualifications and Experience

Since our inception, Willdan has provided public agencies the benefit of a comprehensive approach to special district consulting by including district formation and administration and delinquency management in our service offerings. This multi-service approach allows us to facilitate the flow of information between the different service areas, which creates less of a draw on client staff time and reduces costs for these services. It also ensures that solutions and approaches provided in one area of work are consistent with overall policies and objectives. For instance, we establish special assessments/taxes with specific features, such as prepayment provisions, to allow for ease of administration. Finally, methodologies are created in a manner that allows for consistent application of agency policies, such as cost recovery objectives, from project to project. We understand the complexities and challenges faced by agencies within the local area, given the pace of development.

In view of our experience, Willdan is committed to:

- Having highly qualified core staff actively involved in day-to-day operations;
- Providing comprehensive and proactive customer service;
- Interfacing in a friendly and helpful manner with an agency's governing body, staff, community organizations, and the public in general;
- Being up to date on the latest technology that allows specific data to be made available via the Internet to Village staff, investors, and property owners at no additional charge; and
- Staying current on legislation and legal proceedings involving assessments and other types of special districts.

In utilizing our broad range of experience, amassed over the past three decades from supervising and being consistently at the forefront of innovative approaches to special district formation and administration services, our methods and approaches will support the practical requirements of the Village of North Palm Beach's assessment program efforts.

Willdan has successfully participated as special tax consultant and in the role of assessment consultant/engineer in diverse consultant teams for more than 300 districts in 100 plus municipalities across the U.S. These projects involve district formations, consolidations, annexations, workouts, refundings, parity bond issues, assessment methodology development, and other special projects. Willdan's District Administration Services group has an extensive staff with over 30 consecutive years devoted wholly to district administration, including the preparation of annual reports, calculating special taxes and assessments, submittal of annual levies, special fund auditing, and responding to property owner inquiries generated by such services. Our administration staff levies millions of parcels each year.

Debt Issuance Support Experience

Willdan's professionals have recognized expertise in providing municipal clients with debt issuance support services including the preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparing for and attending presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

Willdan personnel have provided utility rate and financial consulting services in the southeast region since the early 1990s and have been involved with the issuance of over 130 municipal revenue bonds totaling more than \$4.0 billion. If it is determined that the Village will need interim or long-term financing associated with the proposed undergrounding project, Willdan's proposed project team has the necessary expertise to support the Village's financing activities.

Tara Hollis, CPA, CVA, MBA

Principal Consultant • Willdan Financial Services

Ms. Hollis is a Principal Consultant with Willdan Financial Services and has more than **24 years of experience**. She resides in the firm's Orlando, Florida office and has provided consulting services throughout the southeast and across the country. She specializes in rate and cost-of-service studies, assessment methodology programs, capital planning, feasibility and financial reports, debt structuring analyses for the issuance of indebtedness, and valuation studies for mergers or acquisitions.

Rate and Cost-of-Service Studies – Ms. Hollis has extensive experience in utility rates and cost-of-service studies, having prosecuted more than 160 studies. Such experience generally relates to performing budget analyses, customer and usage analyses, development of revenue requirements, cost-of-service allocations and sensitivity analyses related to the implementation of rate structures designed to promote desired usage characteristics.

Revenue Bonds, Feasibility Analyses and Capital Funding – Ms. Hollis has been involved in the preparation of Bond Resolutions, Official Statement Financial Feasibility Reports, Certificates of Compliance, Additional Bonds Test certificates, and other related documents in support of \$1.50 billion dollars of long-term indebtedness. The funding proceeds have been utilized for such purposes as utility acquisitions, expansion of facilities and various other capital improvement needs. In addition, she has developed capital funding strategies utilizing various combinations of bonds, bank loans, government assistance loans (i.e. State Revolving Funds) and grants. She also has extensive experience related to reviewing and analyzing compliance with bond covenant requirements and contractual obligations.

Utility System Valuations – Ms. Hollis has conducted over 150 valuation studies using various techniques including the cost approach, income approach, and comparable sales approach for water, wastewater, and electric utility systems. She has developed detailed financial forecasts and cash flow models to be used in utility acquisition assistance including contract negotiations, transitional, transactional, and financial feasibility analysis. Additionally, Ms. Hollis holds the Certified Valuation Analyst designation from the National Association of Certified Valuers and Analysts.

Project Experience

Utility Undergrounding District – Longboat Key, FL: Ms. Hollis served as the project manager for this work. As part of these projects, she developed the assessment methodology and associated initial assessment rolls for two projects to underground the electric utility system throughout the Town. As the Town is located within two counties, the database and assessment roll information had to be standardized to make the methodology application compatible for both County Property Appraiser and Tax Assessor offices. The projects required a referendum and public vote. In addition to preparing the methodology and assessment rolls, Ms. Hollis provided testimony in the bond validation hearings to obtain debt financing for the undergrounding project. She also worked with the Town as the Feasibility Consultant in conjunction with the issuance of the Special Assessment Revenue Bonds for both the GMD and Neighborhood Projects and is providing technical support to the annual assessment administration services Willdan is providing for both projects.

24 Years of Experience

Certifications

C.P.A. Florida, No. AC-0031100

Certified Valuation Analyst

Areas of Expertise

Assessment Programs

Utility Rate and Cost Studies

Financial Analysis and Reporting

Debt Structuring Analyses

Expert Witness Testimony and Litigation Support

Utility Valuation Services

Equity Recapture Strategies

Affiliations

American Water Works Assoc.

National Association of Certified Valuers and Analysts

American Institute of Certified Public Accountants

Education

MBA - Univ. of Central Florida

BSBA – Univ. of Central Florida

Papers, Publications, and Presentations

"Long Term Capital & Financial Planning for Public Utility Systems," EUCI Training Course

"Financial Forces Impacting Utility Systems," presented at the Growth and Infrastructure Consortium Annual Conference in Florida and AWWA State Conference in Indiana

"Financial Sustainability as a Basis for Utility Management," South Carolina Rural Water Association Decision Maker's Summit

Streetlight Assessment Program – Oviedo, FL: Developed a non-ad valorem street light assessment program to recover the annual costs associated with maintaining and operating the street lights throughout the City. The project included developing a defensible methodology to assign costs to each property as well as the associated assessment roll. Ms. Hollis continues to work with the City annually to update the parcel assessment database, prepare the required parcel owner notifications, and remit the certified assessment roll to the Seminole County Tax Assessor.

Fire Services Non-Ad Valorem Assessment Program – Oviedo, FL: Developed a Fire Services Assessment Program to recover a portion of the annual costs associated with fire protection services throughout the City. A main concern of the City was the apportionment of the fire assessment to each property type, as well as which expenditures to assess as part of a “non-ad valorem” assessment. To help resolve these concerns, Willdan evaluated the City’s financial documents, ad valorem tax roll information, fire call data, service agreements, reports, as well as other pertinent data; determined the full cost of fire service delivery and special benefit; fairly apportioned assessable costs among each property category; developed a fair and reasonable method of apportionment; determined assessment rates; reviewed assessment methodology for legal sufficiency; and assisted with the calculation, as well as with the development and adoption of ordinances related to the Fire Assessment Program. While the District was formed, the City has not currently adopted the assessment methodology or amount of cost recovery.

Financial Feasibility Report, Series 2022 Bonds – Bay Laurel Center CDD, FL: Feasibility Consultant. Prepared the Financial Feasibility Report for inclusion in both the Preliminary Official Statement and Official Statement for the Water and Sewer Refunding and Revenue Bonds, Series 2022. The Bonds were being issued to refund the Series 2011 Bonds, finance a portion of the cost of the Series 2022 Projects, and pay the costs of issuance of the Series 2022 Bonds. In addition to the bond funds of approximately \$154 million, the District has received the Federal Wastewater Grant (WG028) for \$26.1 million from the Florida Department of Environmental Protection (FDEP) for use towards the design and construction of the North Water Reclamation Facility. In addition, the District plans to use \$16.55 million from the Surplus fund towards the 2022 Projects.

Consulting Engineer’s Report, Series 2015 Bonds – Bay County, FL: Ms. Hollis served as Project Manager. Prepared Consulting Engineer’s Report to: 1) provide descriptions of the County’s retail water and wastewater utility system, 2) disclose the general condition of the System, 3) describe the proposed capital improvements of approximately \$28.7 million, 4) present the historical operating results, and 5) prepare projections of the estimated results of the Utility’s financial operations for a five fiscal year pro forma period.

Chris Fisher

Principal-In-Charge • Willdan Financial Services

Mr. Fisher is the Vice President and Financial Consulting Services Group Manager at Willdan Financial Services. With more than **24 years of experience** at Willdan, Mr. Fisher has managed an array of financial consulting projects for public agencies in California, Arizona, Colorado and Florida, coordinating the activities of resources within Willdan, as well as those from other firms working conjointly on projects. He is one of the firm's leading experts for special district financing related to public infrastructure, maintenance, and services including public safety.

Project Experience

City of Laguna Beach, CA – Formation of Assessment District No. 08-01: Mr. Fisher served as the project manager for the City of Laguna Beach Assessment Engineering Services project, for its proposed Underground Utility Assessment District. For this effort Mr. Fisher collaborated with Willdan's Engineering division and included coordination with City staff and a diverse project team. This formation required the preparation of draft and final Engineer's Report for the district, along with related documentation and analysis, and presentation of these items. The initial formation was unsuccessful; however, the district was formed with modifications.

City of Solana Beach, CA – Formation of Assessment District Nos. 2005-1 (Barbara-Granados), 2005-2 (Pacific), and 2008-1 (Marsolan Avenue): For these three-separate utility undergrounding assessment districts, Mr. Fisher coordinated Willdan's efforts for the completion of the Engineer's Reports, and documents necessary for the formation of the districts. In addition, he coordinated with the City's consultant to manage the project through to completion and conduct public outreach efforts, including public presentations of project details and background.

City of Palm Desert, CA – Highlands Utility Underground Assessment District No. 04 01: Mr. Fisher served in the role of project manager for the formation of this utility undergrounding assessment district. The district was formed to finance the removal of overhead utilities in a residential neighborhood in the City, and their re-installation in underground vaults and trenches. Mr. Fisher oversaw the completion of the Engineer's Report, on-site fieldwork to review the location of the utilities relative to the properties to be assessed, development of the assessment methodology, and tabulation of the ballot proceedings.

City of Newport Beach, CA – Underground Utility Assessment District No. 101: Mr. Fisher served in the role of project manager and led the preparation of the Engineer's Report and assessment methodology and conducted the balloting for the City's Underground Utility Assessment District No. 101. The District was made up of 354 single-family residential properties. The undergrounding of overhead utility lines within the boundaries of the District included trenching, installing the new utility vaults needed to receive the conduits and transformers, laying the conduit lines into the trenches, re-paving the street, switching service to the underground system, and removing the existing overhead poles and wires. The balloting for the district was unsuccessful due to the significant cost increase for the project, as compared to preliminary estimates.

Town of Gulf Stream, FL – Utility Undergrounding Assessment District: Mr. Fisher served as Principal-In-Charge of this project. This undergrounding project covered approximately 550 parcels with the Town of Gulf Stream east of the Intracoastal Waterway, including a newly annexed area. This project included the preparation of the assessment methodology report, fieldwork necessary to identify the benefits

24 Years of Experience

Areas of Expertise

Multi-disciplinary Team Management

Special District Formations

Cost of Service Studies

Proposition 218

Utility Rate Studies

Client Presentations

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of

Northern California

California Municipal Treasurers Association

Education

BSBA - San Francisco State University

received by each effected parcel, development of the initial assessment roll and associated parcel owner notifications, and attendance and participation in public meetings.

C. Fisher
Resume Continued

Town of Jupiter Inlet Colony, FL – Utility Undergrounding Assessment District: Mr. Fisher served as Principal-In-Charge of this project. Willdan developed the assessment methodology for the Town which focused on the entire project cost for the undergrounding of overhead facilities throughout the Town, including costs of connecting each property's utility services to the undergrounded facilities. In order to properly assign the benefits to each parcel, Willdan conducted necessary fieldwork. Willdan also created a parcel database of all properties within the Town, and categorized those properties based on their land use codes (DOR codes).

Town of Palm Beach, FL – Utility Undergrounding Assessment District: Mr. Fisher served as Principal-In-Charge of this project. Willdan was retained by the Town of Palm Beach (the Town), in accordance with Resolution No. 25-09, to develop a methodology that reflected the special and peculiar benefit received by properties within the Town from the proposed undergrounding of overhead utilities. As part of the creation of this benefit methodology, Willdan conducted fieldwork and surveyed the entire Town to accurately incorporate the characteristics of the Town and the relationship between properties and the overhead utilities proposed to be undergrounded. In addition to the fieldwork conducted, Willdan also created a parcel database of all properties within the Town, categorized those properties based on their land use codes (DOR codes), and utilized our GIS capabilities to differentiate neighborhoods with overhead utilities versus neighborhoods that have already been undergrounded. At the time the methodology was prepared, it was unknown which specific areas or neighborhoods would have their overhead utilities undergrounded and when those projects might occur. Therefore, Willdan developed a method of assessment that assumed the entire Town would be undergrounded at the same time. This assumption allowed for the development of a benefit nexus methodology that differentiates the special benefits received by various properties in the Town. The developed methodology could then be used throughout the Town and at various times and for various Districts specially created for the purposes of funding the undergrounding of utilities.

Mike Medve

Senior Project Manager • Willdan Financial Services

Mr. Mike Medve is a senior project manager, with **17 years of experience**, with expertise in public finance, including special district formation and administration, fiscal impact analysis, public facilities financing plans, integrated financing districts, Proposition 218, tax credit financing, state and federal grant and loan programs, sales tax revenue bonds, and infrastructure financing districts. He has developed financial pro formas and cash flow analyses for numerous types of public and private project financing programs.

Prior to joining Willdan, Mr. Medve was a consultant in the field of public finance for Parsons Brinckerhoff and David Taussig & Associates. Over the years, he has been a financing team member for over \$150 million in limited obligation bonds and over \$50 million in grant funds. He has served as the lead consultant for over two dozen clients, both public and private, throughout the country.

Project Experience

City of Laguna Beach, CA – Utility Undergrounding District Formation: Mr. Medve has assisted the City with four undergrounding assessment district formations since 2014. Duties include plan review, site inspection, benefit allocation, producing Engineer's Reports, notices, ballots and other legal documents, and attending Public Hearings/Council meetings. Mr. Medve has innovated new techniques for benefit allocation that are more consistent with the requirements of Proposition 218 as interpreted by the California courts.

City of Newport Beach – Utility Undergrounding District Formation: In 2016, Mr. Medve assisted the City with an undergrounding assessment district ballot proceeding and the coordination of several other undergrounding districts in various stages of development. Duties involved the development of assessment methodologies and Engineer's Reports, plan review, coordination with utility companies, and the tabulation/counting of ballots.

County of San Diego, CA – Special Tax Consulting: Mr. Medve is currently assisting the County with their special tax consulting projects and has done so since 2014. Projects have included the formation of seven maintenance CFDs, modifications to the Harmony Grove Village CFD boundaries, issuance of three series of bonds for the Harmony Grove Village CFD, modifications to the RMA for the Meadowood Maintenance CFD, ongoing analysis related to the Otay 250 and Piper Otay CFDs, and ongoing general Special Tax consulting to County staff in all matters related to public finance. Mr. Medve also manages the annual administration of the County's 72 special districts, which are comprised of over 266,000 parcels and generate approximately \$11.9 million in revenue annually.

City of Rancho Mirage, CA – Special Tax Consulting: Mr. Medve assisted the City with the formation of CFD 4A, CFD 4B and CFD 4C, all of which were formed in association with the development of a Del Webb residential project in the City. He is also working on the current formation of CFD 5. The CFDs were formed to provide for funding of backbone infrastructure required for development, and for payment of certain development fees required by the City. Willdan's work included preparation of the special tax and pro forma analyses, development of the tax methodology and preparation of the Rate and Method of Apportionment of Special Tax document, preparation of the CFD Report and other associated documents, and coordination of the formation process.

17 Years of Experience

Areas of Expertise

Multi-disciplinary Team Management

Public Finance

Public Facility Financing

Special District Formation and Administration

Proposition 218

New Markets Tax Credits

Grant Writing

Affiliations

California Society of Municipal Finance Officers

Municipal Management Association of

Northern California

California Municipal Treasurers Association

Education

Bachelor of Science, Information and Computer Science, Management and Mathematics Minors, Cum Laude, University of California, Irvine

City of Perris, CA – Special Tax Consulting and Formation and/or Restructuring of Multiple CFDs & Bond Issuance Support for issuance of bonds: Mr. Medve has been the lead Willdan consultant providing consulting services to the City of Perris related to the formation, restructuring and issuance of bonds for multiple CFDs over the past six years. The City utilizes CFDs extensively to finance development related infrastructure and fees. His work has included the formation of the Green Valley CFD 2018-1 (Facilities), CFD 2021-1 (Facilities), CFD 2022-1 (Facilities), CFD 2022-2 (Facilities). He has also supported the issuance of bonds for all of the CFDs.

City of Upland, CA – Special Tax Consulting: Since 2015, Mr. Medve assisted the City of Upland with CFD formations, the change proceedings, and finally with the issuance of bonds associated with several CFDs. He worked closely with the City and its financial advisor to ensure the CFDs were formed in a manner that met the City's requirements and financing objectives. The CFD was created to equitably spread the cost of the infrastructure being financed through a methodology that was equitably applied to various types of residential development in the project.

City of Santa Paula, CA – Formation of Harvest CFD No. 1 & Bond Issuance Support: Mr. Medve assisted in the formation of CFD No. 1 to fund the construction of infrastructure and payment of impact fees related to the Harvest residential development project. He also supported the initial bond issuance and is currently leading the ongoing issuance of a second series of bonds.

City of Roseville, CA – Special Tax Consulting: In 2014, Mr. Medve prepared an Amended Notice of Special Tax Lien for the City's Fiddymment Ranch CFD No. 1 (Facilities) and Fiddymment Ranch CFD No. 2 (Services). The amendment was necessary to reconcile changes in project land use with the special tax revenues that were needed to pay debt service, as well as administration on outstanding infrastructure bonds and fund the annual operations and maintenance of existing facilities. In 2015, Willdan was retained to serve as Special Tax Consultant for the formation of an overlay CFD (Fiddymment Ranch CFD No. 5) to refund a portion of the CFD No. 1 bonds and pay for additional infrastructure projects associated with the development. Facilities needed include streets, bridges, sewer improvements, storm drains, water infrastructure and landscaping. Mr. Medve also currently manages the annual administration for the City's CFDs.

City of Palm Desert, CA – Special Tax Consulting: In 2021 Mr. Medve was the technical lead for the restructuring of CFD 2005-1 and supported the City in the issuance of refunding bonds for this CFD. In addition, he completed the formation of a new CFD (2021-1) to include property removed from the original CFD. The project included a complex bond tender analysis, completion of special tax pro formas for both CFDs under various scenarios, development of special tax rates, completion of the Rate and Method of Apportionment, boundary diagram and CFD Report, and other documents necessary to support the formation of both CFDs.

BRYANT MILLER OLIVE FIRM PROFILE & RESUMES



BMO has extensive experience with utility undergrounding projects, acting not only as bond and disclosure counsel but as assessment counsel to assist with development and implementation of the assessment program and ensure compliance with the strict statutory and case law requirements for imposing and collecting assessments, and we would be pleased to provide such services to the Village. Our assessment counsel scope of services is tailored in each case to meet the client's needs based on the specific project and may vary from project to project, though typically includes the following:

- Act in a facilitative role to coordinate the efforts of staff, methodology consultants and other professionals engaged by the Village for the project
- Assist with any referendum or landowner petition process required by charter or local ordinance, including drafting referendum or petition resolution and ballot question
- Review and comment upon binding cost estimates from utility providers
- Assist with development of apportionment methodology, including review and comment on methodology report to ensure legal sufficiency
- Draft ordinances, resolutions and mailed and published notices required for imposition and collection of assessments
- Attend phone conferences and in-person meetings with staff and consultants
- Attend Village meetings, workshops and public hearings regarding the project and assessment process
- Lead validation proceeding to obtain judicial validation of the project, bonds and legality of the special assessment program and thereby eliminate future threat of legal challenges; draft all pleadings

Christopher B. Roe

Tallahassee Office

(850) 222-8611 phone

(850) 222-8969 fax

croe@bmlaw.com



Education

- Florida State University, Law School - J.D., 2001
- University of Central Florida - B.A., English, 1998

Bar Admission

- The Florida Bar (2001)

Professional Certifications and Affiliations

- Board Certified Specialist in City, County and Local Government Law
- Member, The Florida Bar
- Admitted, United States District Court for the Middle District of Florida

Biography

Chris Roe is a shareholder in Bryant Miller Olive's Tallahassee office and is chair of the Firm's state and local government practice group. He is Board Certified as a specialist by The Florida Bar in City, County and Local Government Law. His experience with the Firm includes the development, implementation and maintenance of more than a hundred special assessment programs throughout the state which fund the delivery of infrastructure and essential services including utility undergrounding, beach renourishment, road improvements, fire protection, stormwater, railway, solid waste disposal, roadway, street lighting, potable water and wastewater improvements. Mr. Roe was instrumental in creating the Bellalago and Flora Ridge Educational Facilities Benefit Districts, the first special districts of their kind possessing statutory authorization for the imposition of special assessments to fund school facilities and related infrastructure and serves as general counsel for both districts. He routinely drafts ordinances, resolutions, interlocal agreements, administrative rules and regulations, notices for mailing and publication, pleadings and closing documents for public finance transactions.

Mr. Roe has successfully conducted more than seventy bond validation proceedings pursuant to Chapter 75, Florida Statutes, on behalf of local government clients and the funding of capital projects funded in many instances by special assessments. In that regard, he successfully represented the City of Cape Coral at trial and in its Supreme Court appeal regarding the validity

of citywide special assessments imposed to fund fire protection services and facilities and the new apportionment methodology based on availability of service. *Morris v. City of Cape Coral*, 163 So. 3d 1174 (Fla. 2015). Mr. Roe played a significant role in several other cases decided and reported by the Florida Supreme Court in favor of local governments, including *Citizens Advocating Responsible Environmental Solutions, Inc. v. City of Marco Island*, 959 So. 2d 203 (Fla. 2007) (upholding the city's ability to undertake city-wide special assessment program to fund utility expansion), and *City of Parker v. State*, 992 So. 2d 171 (Fla. 2008) (upholding challenge to community redevelopment program).

Speaking Engagements

- "Introduction to Community Redevelopment Law", October 17, 2008, Florida Redevelopment Association, Blountstown, Florida
- "City of Parker v. State: A Case Study in Community Redevelopment", January 13, 2009, Department of Community Affairs' Waterfronts Florida meeting, Milton, Florida, January 13 & 14, 2009.
- "PACE Financing Options in Florida," 3rd Annual Energy Options Conference, October 5, 2011
- "Synthetic/Home Rule Tax Increment," Florida League of Cities Revenue Summit, January 27, 2012, Springfield, Florida
- "Introduction to Special Assessments," Florida League of Cities Revenue Summit, February 24, 2012, Altamonte Springs, Florida
- "Special Assessments for Fire Protection Services," Florida League of Cities Revenue Summit, March 30, 2012, Cape Coral
- "Overview of Municipal Service Benefit Units," Palm Beach County League of Cities, July 21, 2014
- "Recent Developments in Special Assessment Law," City, County and Local Government Section of The Florida Bar, Orlando, Florida, May 7, 2015
- "Overview on *Morris v. Cape Coral*," Florida Municipal Attorneys Association annual conference, Palm Beach, Florida, July 11, 2015
- "Special Assessment and Tax Increment Financing," Florida Municipal Attorneys Association annual conference, Bonita Springs, Florida, July 29, 2016
- "Thinking Outside the Box: Alternative Approaches to Assessment Allocation," Florida Governmental Finance Officers Association, June 26, 2017

Relevant Publications

- "Florida Supreme Court Upholds Fire Services Funding Source," Florida Fire Service, Vol. 23, No. 7, July 2015.
- "The Line Between Special Assessments and Ad Valorem Taxes," Stetson Law Review (Spring 2016)

Depth and Abilities of the Organization

We have assembled a strong group of professionals and support personnel to deliver this project for the Village's. We commit to efficiently utilize our project team members to fit the needs of the project. Although we effectively manage our workload and staff, applying their expertise to multiple projects based on current requirements, we can also offer the Village's the reassurance that we have the ability to provide additional staff members in the event we need to exert extra efforts to complete the assigned project work. In summary, we have resource availability to handle acute short-term spikes in workload, and our past track record indicates that we have been successful in effectively handling multiple projects concurrently.

Our team has immediate availability and capacity to assist the Village's for this project. Staff estimated availability is included in the table below.

NAME ROLE	AVAILABILITY
Mark W. Porter, UCoF; Client Service Leader	35%
Stephanie Lindsay, UCoF; Project Manager	25%
Robert Blount, UCoF; Assistant Project Manager/Field Data	25%
Melanie Porter, UCoF; Records/Documentation	40%
Tara Hollis, Willdan; Task Manager	50%
Chris Fisher, Willdan; Technical Consultant	25%
Mike Medve, Willdan; Sr Analyst	25%
Tiffany Rosario, Willdan; Analyst	40%
Chris Roe, BMO; Legal Counsel	50%



Staffing Acknowledgement

We acknowledge key assigned employees, along with subconsultants and their key employees included in the RFP, will be used as part of this contract unless changes are approved by the Village.

VILLAGE OF
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SECTION 5
COST DETAIL

UCoF

SECTION 5 – COST DETAILS

Fee for Services

PROPOSED FEES	
FIRM	EST COST
UTILITY CONSULTANTS of FLORIDA	\$68,750
WILLDAN	\$80,675
BRYANT MILLER OLIVE	\$50,000
ESTIMATED TOTAL	\$199,425

The fees charged by the UCoF Team are reflective of our belief and commitment of providing high quality, cost-effective consulting services to our clients. On the basis of the general project approach described above, the UCoF Team's combined project labor billings and expense costs are proposed **not-to-exceed \$199,425**. Based on actual incurred effort, each task's budgeted amount may increase. The Team will not, however, exceed the estimated total labor and expense billing amount without first obtaining the Village's prior written authorization. The estimated professional fees are based on the Village's data being provided in a form/format that facilitates the analysis preparation described in our scope.

Should development of the data supplied by the Village or County require effort over and above the intended scope, the UCoF Team will immediately notify the Village. Further, the Village acknowledges that the UCoF Team will rely upon the validity and accuracy of the information provided by the Village or their designees and that the UCoF Team shall not be liable for any inaccuracies contained therein.

Based on our understanding of the Village's objectives, we estimate fees of not exceeding \$199,425 related to assessment development and implementation if the project is undertaken in a single phase. If the project unfolds in a series of phases, each with its own distinct assessment area or district, the fees for subsequent districts would typically be much lower, though in any case unforeseen events or circumstances beyond the control of the Village or UCoF Team may impact the overall cost.

With regard to BMO's services, such circumstances may include extraordinary objection to the assessment program by affected landowners and the extent of the Firm's participation in public meetings and its role in educating elected officials, staff and the public regarding the assessment process. If BMO is directed to undertake a validation proceeding on the Village's behalf regarding the assessment program and any debt issuance secured by the assessments, we estimate that the total professional fees of the Firm will not exceed \$20,000, exclusive of costs such as filing fees and required notices. Such fee estimate assumes an uncontested, unappealed validation proceeding. Contested validation and/or appeal of the trial court's final judgment could result in higher fees. Legal and consulting fees associated with special assessment development, including costs and expenses related to mailed and published notices, are recoverable by the Village through proceeds of the assessment.

Notes:

- The fee denoted above will not be contingent upon the outcome of the formation process.
- The fees are based on the adoption of a Village-wide utility undergrounding district and a single Special Assessment Bond Issue.
- This fee is based on a non-contested Bond Validation Hearing.
- Additional meetings or tasks outside our proposed scope of work will require an additional fee.
- For our proposal, telephone conference calls are not considered “meetings” and are not limited by our scope of services.
- This fee does not include printing and mailing (postage) costs associated with the assessment notices and prepayment letters.
- The Village will be invoiced **monthly**.

Additional Services

Additional services may be authorized by the Village and will be billed at our then-current hourly overhead consulting rates. Our current hourly rates are:

Hourly Rate Schedule	
Position	Hourly Rate
Principal-In-Charge (Sr Project Manager), UCoF	\$205
Project Manager (Technical), UCoF	\$165
Field Data (Field Technician), UCoF	\$110
Principal-In-Charge (Technical Advisor), Willdan	\$250
Principal Consultant (Task Manager), Willdan	\$210
Senior Project Manager (Senior Analyst), Willdan	\$175
Financial Analyst, Willdan	\$100
Special Counsel, Bryant Miller Olive	\$325

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TAB E

**STATEMENT
ACKNOWLEDGING
RECEIPT OF ADDENDUM**

STATEMENT
ACKNOWLEDGING
RECEIPT OF ADDENDUM



Statement of Receipt of Addendum(s)

Project Title: Overhead Utility Undergrounding Project Financing Assessment Methodology

Project Number: RFP NO. 2023-101

Date: November 8, 2022

Name of Applicant Firm: UTILITY CONSULTANTS of FLORIDA

Addendum, #1

Date of Issuance: November 3, 2022

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for Proposals:

Addendum No. 1 Dated: 11/3/22 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The hereby undersigned representative submits this Proposal and certifies that he or she is an authorized representative of the Proposer who may legally bind the Proposer.

*SIGNATURE: Melanie Porter

Name: Melanie Porter Title: CEO

Company: Utility Consultants of FL Address: 14800 Walsingham Road #102

City: Largo State: FL Zip: 33774

Telephone No: 727-307-9393 Fax No: _____

*Failure to affix signature will result in disqualification of Proposal.

Name of Contact Person: Melanie Porter

Address: 14800 Walsingham Rd #102 Largo, FL 33774

Phone Number: 727-307-9393 Fax Number: _____

Email Address: utilityconsultantsofflorida@gmail.com

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TAB F

OTHER REQUIRED FORMS



OTHER
REQUIRED
FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2022

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com	
INSURED Utility Consultants of Florida 14800 Walsingham Road Suite 102 Largo, FL 33774	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Phoenix Insurance Company A++, XV	25623
	INSURER B: Travelers Indemnity Company of Connecticut A++ (Superior)	25682
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D: Beazley Insurance Company, Inc. A (XIII)	37540
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		660-8K214036	3/28/2022	3/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA-5R058671	3/28/2022	3/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-9K102767	3/28/2022	3/28/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Professional Liab		V227C6220401	3/28/2022	3/28/2023	Per Claim/Aggregate 2,000,000

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

Village of North Palm Beach is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Professional Liability policy includes waiver of subrogation in favor of Insured's client only when required by written contract and in accordance with policy terms and conditions. Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

30-day Notice of Cancellation will be issued for the Professional Liability policy in accordance with policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Village of North Palm Beach 501 U.S. Highway One North Palm Beach, FL 33408	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

VILLAGE OF NORTH PALM BEACH

RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

PROPOSER'S QUALIFICATIONS

The Vendor, as a result of this Proposal, MUST hold a valid County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each Proposer MUST complete the following information and submit with their Proposal in order to be considered.

1. Legal Name and Address:

Name: Utility Consultants of Florida

Address: 14800 Walsingham Rd. #102

City, State, Zip: Largo, FL 33774

2. Check One: Corporation () LLC () Partnership () Individual () Other (X)

3. If Corporation, LLC, or other registered business entity, please state:

Date of Incorporation: 3/18 State in which Incorporated: FL

4. If an out-of-state Corporation, LLC, or other business entity, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers Date Elected:

Melanie Porter President/CEO

Mark Porter Vice President/COO

6. The Proposers' length of time in business: 4+ years

7. The Proposer's length of time (continuous) in business as a service organization in Florida: 4+ years

8. Provide a list of at least five references as described herein.

Town of Longboat Key (Isaac Brownman) 941-316-1988

City of Destin (Krystal Strickland) 850-502-1304

City of Belleair Beach (Kyle Riefler) 727-229-8433

City of North Redington Beach (Mayor Bill Queen) 727-560-1678

Collier Engineering (Greg Stevenson) 407-288-6147

9. Copies of County and/or Municipal Occupational License(s) N/A

Note: Information requested herein and submitted by the Proposer will be analyzed by the Village of North Palm Beach and may be a factor considered in awarding any resulting Consulting Services Agreement. The purpose is to ensure that the Proposers, in the sole opinion of the Village of North Palm Beach, can sufficiently and efficiently perform all the required financing assessment methodology services in a timely and satisfactory manner as will be required by the subject Consulting Services Agreement. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.

Overhead Utility Undergrounding Project Financing: Assessment Methodology

LIST OF PROPOSED SUBCONTRACTORS/SUBCONSULTANTS

The undersigned Proposer hereby designates, as follows, all major subcontractors/subconsultants whom he/she proposes to utilize for the major areas of work for the proposed services. The bidder is further notified that all subcontractors/subconsultants shall be properly licensed, bondable, and shall be required to furnish the Village of North Palm Beach with Certificates of Insurance in accordance with the Agreement's general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's Proposal. (If no subcontractors are proposed, state "None" on the first line below)

1.) Willdan Financial Services | Comprehensive. Innovative. Trusted.

200 S. Orange Avenue, Suite 1550, Orlando, FL 32801

Assessment Methodology

2.) Bryant Miller Olive P.A.

1545 Raymond Diehl Rd., Suite 300, Tallahassee, FL 32308

Legal Counsel

Signature and Date Melanie Porter 11/8/22

Title/Company CEO/Utility Consultants of Florida

VILLAGE OF NORTH PALM BEACH
RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the 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, Florida Statutes, 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.

Melanie Porter
Bidder's Signature

Overhead Utility Undergrounding Project Financing: Assessment Methodology

**SWORN STATEMENT PURSUANT TO SECTION 287.133
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to the Village of North Palm Beach, Florida
by MARK PORTER COO UTILITY CONSULTANTS OF FL
(print individual's name and title)
for UTILITY CONSULTANTS OF FLORIDA, INC
(print name of entity submitting sworn statement)
whose business address is 14800 WALSHINGHAM ROAD #102
LARGO, FL 33774
and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-4774710
(If the entity has no FEIN, include the Social Security Number of the Individual
signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

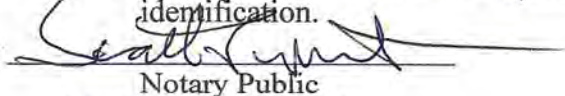
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH NOVEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)



The foregoing document was sworn and subscribed before me this 5th day of November, 2022 by Mark Potter, who is personally known to me or produced for identification as for identification.



Notary Public

My Commission Expires:

July 14, 2024



Scott Suprenant
Notary Public
State of Florida
Comm# HH011800
Expires 7/14/2024

VILLAGE OF NORTH PALM BEACH
RFP NO. 2023-101

Overhead Utility Undergrounding Project Financing: Assessment Methodology

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by MARK PORTER
(print individual's name and title)

for UTILITY CONSULTANTS OF FLORIDA, INC
(print name of entity submitting sworn statement)

whose business address is 14800 WALSINGHAM RD. #102
LARGO, FL 33774

and (if applicable) its Federal Employer Identification Number (FEIN) is: 82-4774718

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

a. Does not participate in the boycott of Israel; and

b. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:

a. Is not on the Scrutinized Companies with Activities in Sudan List; and

b. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

c. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature) [Signature]

The foregoing document was sworn and subscribed before me this 4th day of November, 2023 by Mark Porter, who is personally known to me or produced [Signature] as

identification.

[Signature]
Notary Public

My Commission Expires:

July 14, 2024



Scott Suprenant
Notary Public
State of Florida
Comm# HH011800
Expires 7/14/2024

NOVEMBER 2022

RFP NO. 2023-101

REQUEST FOR PROPOSALS FOR OVERHEAD UTILITY UNDERGROUNDING PROJECT FINANCING: ASSESSMENT METHODOLOGY

UTILITY CONSULTANTS OF FLORIDA

FEDERAL ID NO. 82-4774710

14800 WALSINGHAM ROAD, SUITE 102, LARGO, FL 33774

321-287-8911



UCoF

Overhead Utility Undergrounding Project Financing: Assessment Methodology

RFQ #2023-101

Scoring	#1	#2	#3			Total	Rank
Raftelis	100	93	95			288	#1
Utility Consultants of Florida	80	72	67			219	#2

12/8/22

CF-d

MH

Marc Holloway

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Interim Village Manager

FROM: Keith Davis, Fleet Manager

DATE January 12, 2023

SUBJECT: **RESOLUTION – Approving the purchase of one Turtle Top Terra Transit Bus for the Parks Department pursuant to pricing established in an existing TIPS Cooperative Purchasing Agreement**

Village Staff is seeking Council consideration and adoption of the attached Resolution approving the purchase of one Turtle Top Terra Transit Bus for use by the Parks Department pursuant to pricing established in a TIPS (The Interlocal Purchasing System) cooperative purchasing agreement for New Buses and other Transportation Vehicles (Contract No. 200206).

During the Fiscal Year (FY) 2023 budgetary process, each Department identified its need for vehicles. The Leisure Services Bus was identified to be replaced in FY 2023. The existing bus is intended to repurposed for use by the Police Department.

The following vehicle is requested to be purchased during Fiscal Year 2023:

Leisure Services Department Vehicle (Total Purchase Price for one (1) vehicle)

Vendor: ABC Companies (ABC Texas Bus Sales, Inc.)
Vehicle: 2023 Turtle Top Terra Transit E 450 (Bus)
Pricing: TIPS Contract Number 200206 (Vehicle – Annual Contract).

The cost breakdown by vehicle is shown in the table below:

	ABC Companies	
Bus	2023 Turtle Top E 450	\$123,861.00
Total		\$123,861.00

Funding:

This purchase will be funded utilizing the American Rescue Plan Act (ARPA) monies.

Account Information:

Fund	Department	Account Number	Account Description	Amount
American Rescue Plan Act (ARPA)	ARPA Expense	Q5541-66410	Automotive	\$123,861.00

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of one Parks Department vehicle acquired from ABC Texas Bus Sales, Inc. d/b/a ABC Companies pursuant to pricing established in an existing TIPS cooperative purchasing agreement at a total cost of \$123,861.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive), and authorizing the Interim Village Manager to execute the necessary agreements and related documents

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE TURTLE TOP TERRA TRANSIT BUS FROM ABC TEXAS BUS SALES, INC. D/B/A ABC COMPANIES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING TIPS COOPERATIVE PURCHASING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the purchase of one Turtle Top Terra Transit E 450 Bus from ABC Texas Bus Sales, Inc. d/b/a ABC Companies pursuant to pricing established in an existing TIPS (The Interlocal Purchasing System) cooperative purchasing agreement (Contract No. 200206); and

WHEREAS, the Village's purchasing policies and procedures authorize purchases pursuant to current cooperative purchase contract; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the purchase of one Turtle Top Terra Transit E 450 Bus from ABC Texas Bus Sales, Inc. d/b/a ABC Companies pursuant to pricing established in an existing TIPS (The Interlocal Purchasing System) cooperative purchasing agreement (Contract No. 200206). The total cost of the purchase shall not exceed \$123,861.00, with funds expended from Account No. Q5541-66410 (ARPA Expense – Automotive). The Village Council further authorizes the Interim Village Manager to take all actions necessary to effectuate the purchase.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

TIPS VENDOR AGREEMENT

Between ABC Texas Bus Sales, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200206 New Buses and other Transportation Vehicles

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall

notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized

signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-

compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.



Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200206 New Buses and other Transportation Vehicles

Company Name ABC Texas Bus Sales, Inc.
Address 1702 S. Great Southwest Parkway
City Grand Prairie State TX Zip 75051
Phone 800-222-2877 Fax 972-206-2262
Email of Authorized Representative Bids@ABC-Companies.com
Name of Authorized Representative Jay Oakman
Title Senior Vice President Commercial Operations
Signature of Authorized Representative 
Date 3/27/2020
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 6/25/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



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Edit Supplier Response - ABC Texas Bus Sales, Inc.

Return Response Date No Bid History

Bid Number	200206 Addendum 1 (New Buses and other Transportation Vehicles)
Close Date & Time	3/30/2020 03:00:00 PM (CT)
Bid Duration	1 month 24 days
Response Status	<i>NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.</i>

- Event Details
- Attachments
- Attributes
- Response Attachments
- Response Submission

Bid Attributes

Save

Save & Next

Error Check

Response Total: \$0.00

Attributes 1 - 30 shown of 90 • Page 1 of 3 shown

1

2

3

#	Attribute	Response
1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	<div>NO</div> *
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	<div>No</div> *
3	Yes - No The Vendor can provide services and/or products to all 50 US States?	<div>Yes - All 50 States</div> *
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	<div>Maximum 4000 characters allowed</div>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS	*

contract. (Limit 750 characters.)		ABC Texas Bus Sales, Inc. is a leading provider to the transportation industry with diverse product and service offerings that cover a full spectrum of operational needs.
6	Primary Contact Name Primary Contact Name	Jay Oakman *
7	Primary Contact Title Primary Contact Title	Senior Vice President Commercial Operations *
8	Primary Contact Email Primary Contact Email	Bids@ABC-Companies.com *
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-222-2877 *
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-206-2262
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	Maximum 1000 characters allowed
12	Secondary Contact Name Secondary Contact Name	Ellen Muratovic *
13	Secondary Contact Title Secondary Contact Title	Business Development Coordinator *
14	Secondary Contact Email Secondary Contact Email	Bids@ABC-Companies.com *
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4072873010 *
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4079057020
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	Maximum 1000 characters allowed
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ellen Muratovic *
19	Admin Fee Contact Email Admin Fee Contact Email	Bids@ABC-Companies.com *
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4072873010 *
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ellen Muratovic *
22	Purchase Order Contact Email Purchase Order Contact Email	Bids@ABC-Companies.com *
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions)	4072873010 *

Example: 8668398477	
24 Company Website Company Website (Format - www.company.com)	<div>http://www.ABC-Companies.com</div>
25 Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	<div>42-1673888</div>
26 Primary Address Primary Address	<div>1702 S. Great Southwest Parkway</div> *
27 Primary Address City Primary Address City	<div>Grand Prairie</div> *
28 Primary Address State Primary Address State (2 Digit Abbreviation)	<div>TX</div> *
29 Primary Address Zip Primary Address Zip	<div>75051</div> *
30 Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	<div>Van Hool, MCI, Prevost, Setra, New Flyer, new coach sales, coach sales, pre-owned bus, used bus, bus sales, bus, motorcoach, motor coach, new bus</div> *



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Edit Supplier Response - ABC Texas Bus Sales, Inc.

Return	Response Date	No Bid	History
Bid Number	200206 Addendum 1 (New Buses and other Transportation Vehicles)		
Close Date & Time	3/30/2020 03:00:00 PM (CT)		
Bid Duration	1 month 24 days		
Response Status	NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.		

- Event Details
- Attachments
- Attributes
- Response Attachments
- Response Submission

Bid Attributes

Save

Save & Next

Error Check

Response Total: \$0.00

Attributes 31 - 60 shown of 90 • Page 2 of 3 shown

1

2

3

#	Attribute	Response
31	<p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?</p>	<div>Yes</div> *
32	<p>Yes - No</p> <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p>	<div>Yes</div> *

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

33	Company Residence (City) Vendor's principal place of business is in the city of?	<div>Grand Prairie</div>	*
34	Company Residence (State) Vendor's principal place of business is in the state of?	<div>TX</div>	*
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	<div>0 %</div>	*
36	TIPS Administration Fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	
37	Yes - No Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?	<div>Agreed</div>	*
TIPS/ESC Region 8 is required by Texas			

Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	
38	<div>Yes - No</div> <div>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?</div> <div><div>Yes</div><div>*</div></div>
39	<div>Years experience in category of goods or services</div> <div>Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.</div> <div><div>40</div><div>*</div></div>
40	<div>Resellers:</div> <div>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</div> <div><div>No</div><div>*</div></div> <div>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</div> <div>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</div>
41	<div>Pricing discount percentage are guaranteed for?</div> <div>Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?</div> <div><div>YES</div><div>*</div></div>
42	<div>Right of Refusal</div> <div>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?</div> <div><div>Yes</div><div>*</div></div>
43	<div>NON-COLLUSIVE BIDDING CERTIFICATE</div> <div>By submission of this bid or proposal, the Bidder certifies that:</div> <div>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</div> <div>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</div> <div>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</div> <div>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</div>

	Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
44	<div><div>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO</div><div><div>No</div><div>*</div></div></div> <div><p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.</p><p>You may find the Blank CIQ form on our website at:</p><p>Copy and Paste the following link into a new browser or tab:</p><p>https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p><p>There is an optional upload for this form provided if you have a conflict and must file the form.</p></div>
45	<div><div>Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?</div><div><div>No</div></div></div>
46	<div><div>Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.</div><div><div>Yes, I agree</div><div>*</div></div></div>
47	<div><div>Regulatory Standing Regulatory Standing explanation of no answer on previous question.</div><div><div>Maximum 4000 characters allowed</div></div></div>
48	<div><div>Antitrust Certification Statements (Tex. Government Code § 2155.005)</div><div><p>By submission of this bid or proposal, the Bidder certifies that:</p><p>I affirm under penalty of perjury of the laws of the State of Texas that:</p><p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p><p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;</p><p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p><p>(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.</p></div></div>
49	<div><div>Suspension or Debarment Instructions</div><div>Instructions for Certification:</div></div>

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification
By answering yes, you certify that no federal
suspension or debarment is in place, which

Yes, I certify *

would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification ☒ Yes, I certify *

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S.

Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52	2 CFR PART 200 Contract Provisions Explanation	<p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>
53	2 CFR PART 200 Contracts Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	<div><div>Yes, I agree</div><div>*</div></div> <p>Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p>

Does vendor agree?		
54	<p>2 CFR PART 200 Termination</p> <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p>	<div>Yes, I agree *</div>
55	<p>2 CFR PART 200 Clean Air Act</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	<div>Yes, I agree *</div>
56	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the</p>	<div>Yes, I agree *</div>

required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization 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. Each tier must also 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.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

57 2 CFR PART 200 Federal Rule Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Yes, I certify *

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 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 CFR 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

Yes, I certify *

\$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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying
Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

I HAVE NOT Lobbied per above *

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

60 If you answered "I HAVE lobbied" to the above If you answered "I HAVE lobbied" to the above Attribute question, you

Attribute Question

must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.



- Home
- Bids
- Suppliers
- Reports
- Admin

Edit Supplier Response - ABC Texas Bus Sales, Inc.

Return	Response Date	No Bid	History
Bid Number	200206 Addendum 1 (New Buses and other Transportation Vehicles)		
Close Date & Time	3/30/2020 03:00:00 PM (CT)		
Bid Duration	1 month 24 days		
Response Status	NOT SUBMITTED - To complete your response, you must click 'Submit Response' in the Response Submission tab.		

- Event Details
- Attachments
- Attributes
- Response Attachments
- Response Submission

Bid Attributes

Save

Error Check

Response Total: \$0.00

Attributes 61 - 90 shown of 90 • Page 3 of 3 shown

1

2

3

#	Attribute	Response
61	<p>Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</p> <p>Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?</p> <p>IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.</p>	<div>YES</div> *
62	<p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p>	<div>YES</div>

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

63 Indemnification
The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

☒ Yes, I Agree *

64 Remedies
The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any

*

Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

65 Remedies Explanation of No Answer

Maximum 4000 characters allowed

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Agreed *

Do you agree to these terms?

67 Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Agreed *

Do you agree to these terms?

68 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees,

Yes, I Agree *

<p>officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	
69	<div><div>Infringement(s) Explanation of No Answer</div><div>Maximum 4000 characters allowed</div></div>
70	<div><div>Contract Governance</div><div>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</div><div><input checked="" type="checkbox"/> Yes, I Agree *</div></div>
71	<div><div>Payment Terms and Funding Out Clause</div><div>Payment Terms:</div><div>TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</div><div>Funding Out Clause:</div><div>Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</div><div>See statute(s) for specifics or consult your legal counsel.</div><div>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</div><div>Do you agree to these terms?</div></div> <div><div><input checked="" type="checkbox"/> Yes, I Agree *</div></div>
72	<div><div>Insurance and Fingerprint Requirements Information</div><div><div><u>Insurance</u></div><div>If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.</div></div><div><div><u>Fingerprint</u></div><div>It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/</div><div>If the vendor has staff that meet both of these criterion:</div></div></div>

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

73 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees
Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Yes, I certify - NONE (Section A) *

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- (a) a felony offense under Title 5, Texas Penal Code;
- (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

<div>74</div> <div>Texas Business and Commerce Code § 272 Requirements as of 9-1-2017</div>	<div>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</div>
<div>75</div> <div>Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form</div> <div>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:</div> <div>ESC Region 8/The Interlocal Purchasing System (TIPS)</div>	<div><div>YES</div><div>*</div></div>

4845 Highway 271 North
Pittsburg,TX,75686
I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo:</p> <ul style="list-style-type: none">* Your Vendor Profile Page of TIPS website* Potentially on TIPS website scroll bar for Top Performing Vendors* TIPS Quarterly eNewsletter sent to TIPS Members* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)
77	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	<div>Yes, I agree *</div>
78	Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award	<div>Maximum 4000 characters allowed</div>

<p>decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
79 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement?	<div>Yes, I agree *</div>
80 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.	<div>Maximum 4000 characters allowed</div>
81 Felony Conviction Notice Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.	<div>B. Firm not owned nor operated by felon; per above *</div>
82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS. If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and	<div>Maximum 4000 characters allowed</div>

3. Details of Conviction(s).	
83 Long Term Cost Evaluation Criterion # 4. READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.	<div>increases will be 5% or less annually per question</div> *
84 Required Confidentiality Claim Form	<div>Required Confidentiality Claim Form</div> <div>This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.</div> <div>Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com</div>
85 Choice of Law clauses with TIPS Members If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.	<div>Agreed</div> *
86 Venue of dispute resolution with a TIPS Member In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.	<div>Agreed</div> *
87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity This clause DOES NOT prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of	<div>Agreed</div> *

<p>a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.</p>	
88	<div><div>Indemnity Limitation with TIPS Members Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents OR by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". <u>Agreement is a required condition to award of a contract resulting from this Solicitation.</u></div><div><div>Agreed</div><div>*</div></div></div>
89	<div><div>Arbitration Clauses Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?</div><div><div>Agreed</div><div>*</div></div></div>
90	<div><div>Required Vendor Sales Reporting</div><div>By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.</div></div>

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Pecos/Toyah/Barstow ISD	Dr. Jose Cervantes	jcervantes@pbtisd.esc18.net	210.668.6244
	Superintendent		
Midland Christian School	Jared Lee	jlee@midlandchristianschool.org	512.963.4590
	Superintendent		
Lone Star	Mark Steelman	mark@lonestarcoaches.com	972.623.1100
	President/Owner		

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: ABC Texas Bus Sales, Inc.
(Name of Corporation)

Thomas D. DeMatteo certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

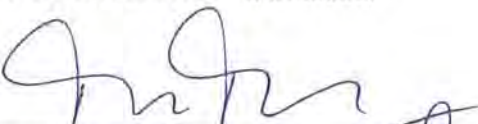
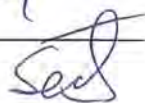
Jay Oakman
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Senior Vice President Commercial Operations
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available


SIGNATURE 

03/27/2020
DATE

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ABC Texas Bus Sales, Inc.

Name of company

Jay Oakman, Senior Vice President Commercial Operations

Printed Name and Title of authorized company officer declaring below the confidential status of material

1702 S. Great Southwest Pkwy. Grand Prairie TX 75051 800-222-2877

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 03/27/2020

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature _____

Date 03/27/2020



Quote (TIPS Contract #200206)
2023 Turtle Top, Terra Transit
E450, 25RL

TOTAL: \$129,022.00
4%DISCOUNT: \$5,161.00
ADJUSTED TOTAL: \$123,861.00

Standard Features

WELDED TUBULAR STEEL CAGE W/ SEAT TRACK MOUNTED IN FLOOR & SIDEWALLS

FLAT FLOOR WITH THREE STEP ENTRY AND STEEL WHEEL WELL PLATES

REAR MUD FLAPS

STEEL CAGE PRIMED WITH RUST INHIBITOR

3/4" COOSA COMPOSITE SUBFLOOR

FIBERGLASS FRONT AND REAR COWLS

FLAT FIBERGLASS COMPOSITE LOWER BODY SKIRTS

FENDER FLARES

ELECTRIC WATER SHUT-OFF VALVE, ON THE RETURN LINE

TINTED SOLID WINDOWS (31" X 36.375") AND (18"X36,375")

TINTED SOLID REAR EGRESS WINDOW ADEQUATE TO MEET FMVSS 217 (54"X26")

IN CAB ENTRANCE DOOR

LED UPPER PINPOINT RUNNING /CLEARANCE LIGHTS PER FMVSS 108 (5 AMBER & 5 RED)

LED RED REAR PINPOINT SIDE MARKER LIGHTS

LED BACKUP LIGHTS

HEAVY-DUTY STEEL BLACK POWDER-COATED REAR BUMPER

ROSCO EXTERIOR MANUAL MIRRORS (L & R) ON TERRA TRANSIT LD

76" INTERIOR HEIGHT

DURABLE BRIGHT WHITE SMOOTH FIBERGLASS INTERIOR COMPOSITE CEILING AND SIDEWALLS

COLOR-CODED HIGH TEMP GXL WIRING HARNESS WITH POSITIVE-LOCK, WEATHERPROOF CONNECTORS

LED OVERHEAD ENTRY LIGHTING

WELDED PERIMETER STEEL FLOOR FRAME SUPPORTED BY WELDED "HAT" CHANNEL" CROSSMEMBERS

DRIVE SHAFT GUARD

RE-ROUTE EXHAUST TO DRIVER'S SIDE

UNDERBODY FOAM SEALED AND UNDERCOATED

FIBERGLASS FLAT VERTICAL SIDEWALLS

ONE PIECE FIBERGLASS COMPOSITE FLEX ROOF

WHITE FIBERGLASS GEL COAT EXTERIOR

1" POLYSTYRENE FOAM BOARD INSULATION

INTERIOR CORNER BOARDS STANDARD

TINTED SOLID SIDE EGRESS WINDOWS ADEQUATE TO MEET FMVSS 217 (31"W X 36.375"H)

IN CAB ENTRANCE DOOR - ALUMINUM, ELECTRIC BI-FOLD 29" WITH AS2 TINTED GLASS

AS2 TINTED A-PANEL WINDOW IN CAB

LED ELONGATED STOP/TAIL/TURN LIGHTS

RED REFLECTORS AT REAR AND AT SIDE MARKER LOCATIONS (4) TOTAL

LED LICENSE PLATE LIGHT

VELVAC EXTERIOR MANUAL MIRRORS (L & R) ON TERRA TRANSIT

NITROGEN TIRE INFLATION

SMOOTH BLACK ALTRO FLOOR AND STEPWELL

MODESTY PANEL & ANGLED HAND RAIL AT LEFT OF ENTRANCE DOOR, GRAB BAR (18") AT RIGHT OF ENTRANCE DOOR

3" ROUND LED DOME LIGHTS

NOTE: Some optional equipment will negate the use of standard equipment listed above

Options

FORD E450 158" 7.3L GAS W/O DOOR	TERRA TRANSIT, 94" BDY / 241" FLR
CHASSIS MOD-WB STRCH, 158" to 206"	MOR-RYDE R/S REAR SUSPEN. SYSTEM
FULL FRONT END ALIGNMENT	ENTRANCE DOOR - BUILT IN CAB, 29"
KUBOTA KEY SWITCH - EXTERIOR	SPHEROS A/C SYSTEM - 90K BTU
HEATER - AUXILIARY 65K BTU, 3 SPEED	LUGGAGE COMPART.-REAR w/SINGLE TRANSIT DOOR
SPEAKER PKG (4 SPEAKERS), OEM RADIO	P.A. SYSTEM - THROUGH RADIO
RVS BACKUP CAMERA - 7" MIRROR MONITOR	ALTRO FLOOR UPGRADE -STORM GRAY
EMERGENCY EQUIPMENT KIT	BACK-UP ALARM
BLOOD BORNE PATHOGEN KIT	EXIT WARNING-LIGHT & ALARM, ALL EXITS
REAR EXIT AJAR LIGHT & ALARM	ROOF ESCAPE HATCH, LOW PROFILE
LED BRAKE LIGHT- CENTER HIGH MOUNT	STEPWELL LIGHT, LED
"WATCH YOUR STEP" SIGN	EXTERIOR MID-SHIP TURN SIGNALS
EXTERIOR VEHICLE HEIGHT SIGNAGE	MIRROR, INTERIOR REARVIEW 6" X 16"
STANCHION POLE-GUARDRAIL W/MODESTY PANEL	STANCHION POLE W/ASSIST R.H. ENTRY
WALLS/CEILING - GRAY TWEED VINYL	WHEEL LINERS - STAINLESS STEEL, (4 EA)
MIRRORS - POWER REMOTE W/ HEAT	(12) SEAT - FW, DBL. HIGH-BACK , RIGID, EACH
(1) SEAT - FW, SGL. HIGH-BACK, RIGID, EACH	FABRIC UPGRADE - LEVEL 4
(10) ARM REST-MOLDED U.S. FLIP-UP (PER ARM)	(10) USR BELT, DOUBLE
USR BELT, REAR ROW - SET OF 5 (EXCHANGE)	

ORDER SUBJECT TO AVAILABILITY: All vehicle(s) are FOB ABC Location. The final price and delivery date will be determined upon receipt of the final approved paint design, final specification, options, VIN verification and signing of final sales documentation. All trades and allowances related thereto are subject to the trade meeting all applicable trade-in requirements, final vehicle inspection and ABC's receipt of free and clear title. ABC may keep the security deposit in the event this order is cancelled or terminated by customer. ABC is not the manufacturer of the vehicle(s) or its component parts. Limited warranties shall be supplied by the manufacturer or respective component manufacturer. There are no other warranties, express or implied, ABC disclaims any implied warranties, including merchantability or fitness for a particular purpose.

ABC Companies appreciates your support and interest in our products.
We look forward to serving your transportation needs. Thank you.

Prepared for:

Village of North Palm Beach

Company

501 US Hwy 1

Street Address

North Palm Beach, FL 33408

City, State, Zip

Prepared by:

Ron Obert, Senior Account Manager SVT

Name & Title

12/16/2022

Date:

Agreed and Accepted by:

Customer Printed Name

Ron Obert

ABC Printed Name

12/16/2022

Date

Customer Signature

Ron Obert

ABC Approval

SVT

A DIVISION OF ABC COMPANIES

ABC BUS, INC.
California
1485 Dale Way
Costa Mesa, CA 92626
800-322-2877

ABC BUS, INC.
Florida
17469 West Colonial Drive
Winter Garden, FL 34787
800-222-2871

ABC BUS, INC.
Minnesota
1506 36th Street NW
Faribault, MN 55021
800-222-2875

ABC BUS, INC.
New Jersey
437 Tonawanda Avenue
Jersey City, NJ 07306
201-795-3115

ABC TEXAS BUS SALES, INC.
Texas
1702 S. Great Southwest Parkway
Grand Prairie, TX 75051
800-222-2877

COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available form membership by Governmental and other eligible entities in all fifty states.



TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

CONTACT INFORMATION:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

NOTICE TO PROPOSERS

PROPOSAL DUE DATE:

March 20, 2020 AT 3:00 P.M. LOCAL TIME

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE, BY FOREGOING DATE & TIME.

LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

REQUEST FOR PROPOSAL:

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

RFP 200206 New Buses and other Transportation Vehicles

NOTICE: The type of solicitation document is identified directly above. The use of terms such as: “Solicitation”, “Bid”, “Request for Proposal”, “RFP”, “Request for Competitive Sealed Proposal”, “RCSP”, or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

PIGGYBACKING NOTICE:

THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITIES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

General Information

FINANCING OF TIPS

TIPS Vendor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the actual invoiced and paid sales to TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

The fee schedule for agreements awarded under solicitation is \$350 per purchase order regardless of quantity on the single purchase order by the TIPS Member.

Term of Agreement and Renewals

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Termination

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to bids@tips-usa.com with the following in the subject line: "New Buses and other Transportation Vehicles 200206 contractor question." Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL March 12, 2020 AT NOON Local Time.

Pre-Bid Meeting (Not Mandatory)

A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email bids@tips-usa.com by Noon, February 20, 2020.

If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

Posting Date	February 6, 2020	8:00 A.M. Local Time
Proposal Deadline	March 20, 2020	3:00 P.M. Local Time
Proposal Opening	March 20, 2020	3:00 P.M. Local Time
Proposal Review Begins	March 20, 2020	3:01 P.M. Local Time
Proposal Review Ends	April 16, 2020	One (1) week prior to anticipated Award Date
Proposals Award	April 23, 2020	8:30 A.M. Local Time
Award Notifications	April 23, 2020	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

Pricing Models

Pricing for Line Items or Catalog

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of "catalog"

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing vendor may be applied.

Adding New or Replacement Goods Items During the Life of the Agreement

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item. See Pricing sheets 1.

Pay Careful Attention to This When Completing the Pricing spreadsheets.

Adding New or Replacement Services During the Life of the Agreement

Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. See Pricing sheets 2.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

Explanation:

Markup on cost

Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer's pricing is available.

It is NOT recommended proposers use the Markup pricing method EXCLUSIVELY because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.

Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost:

Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

This solicitation is seeking providers for:

New Buses and other Transportation Vehicles

Specifications and Pricing

It is the intention of Region 8 ESC to contract with reliable, high performance vendors to supply New Buses and other New Transportation Vehicles to public agencies in the United States.

This solicitation is for NEW buses and other NEW transportation vehicles ONLY.

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information. ***Proposer may also offer a markup over actual cost pricing structure but caution must be used on a markup model. See Caution paragraph on page 9 of this document. If markup method is used, vendor must provide documentation to TIPS Member /Customer of the actual cost to vendor of bus in the form of an invoice or other documentation from the manufacturer.***

Proposals should include all listings of new buses and other new transportation vehicles, and any related services. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED new buses and other new transportation vehicles. There are other RFPs issued to address parts, repair services and used equipment. Service may be offered as they relate to the actual new buses sold as related to options installation.

Awarded vendor(s) shall perform covered services under the terms of this agreement.

Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog or links to same and/or price lists must accompany the proposal if a discount off catalog is proposed. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 8 ESC is seeking providers that have the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TIPS also requests any value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are

encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Vendors should submit all items and goods related to supplying New Buses and other Transportation Vehicles. Bidder should submit all applicable services for all types of New Buses and other Transportation Vehicles.

Value Added Pricing

Value added services should be explained in detail. If bidder can offer greater quantities at lower pricing, these “value added” prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category of New Buses and other Transportation Vehicles that can be provided by the Vendor. Servicing of new buses or other new transportation vehicles may be included in this proposal.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Additional Services:

Bidder should list in the Pricing Sheet 2 excel spreadsheet all related services, maintenance, travel, and hourly fee or other defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

The Vendor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

NOTHING IN THIS SOLICITATION IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.

Pricing Sheets 1 and 2 must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added

to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but TIPS encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.

Please propose a minimum discount off catalog for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. **You may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.**

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)

DO NOT PROPOSE “PRICE TO BE DETERMINED” or “ON REQUEST”. This method is not lawful to award by TIPS.

You must have unit pricing that can be applied to the needs of the customer.

Pricing Sheet 1 excel sheet

There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. **The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.**

Example: **IF** you are providing a line item pricing sheet **AND** a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

Pricing Sheet 2 excel sheet

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.

ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.

Example: Proposed catalog, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Service Incidental to the Sale of Goods

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IN SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOUR BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms.

PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price:** (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services;** (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services;** (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.
4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services;** (10) point weight. **Points will be assigned to this criterion based on your answer to Attribute 83** of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your **catalog prices (as defined herein)** more than X% annually over the previous year for years two and three and potentially year four, **unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested.** If you agree NOT to increase prices more than 5%, **except when justified by supporting documentation**, you are awarded 10 points; if 6% to 14%, **except when justified by supporting documentation**, you

receive 1 to 9 points incrementally. Price increases 14% or greater, **except when justified by supporting documentation**, receive 0 points. TIPS is the sole arbiter of what constitutes “justified by supporting documentation”.

5. **Extent to which the Goods or Services meet the Needs:** (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.
6. **Vendor’s Past Relationship:** (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses:** (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute 61 and OR 62 if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience:** 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; points; >5 years = 10 points
9. **Residency: for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials,** whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state; and

(0) point weight- federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of **0 points**.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

About TIPS

It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of

proposals that require responses to be made to individual entities.

Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- NOTE: It is always the vendor's responsibility under the TIPS agreement to report all sales under the agreement to TIPS.
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.

5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the "Attachments" tab. Felony conviction notice document must be uploaded to the "Response Attachments" FELONY CONVICTION NOTICE section.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" REFERENCES section.

Resellers/Dealers

Vendors with Resellers/Dealers must provide the Resellers/Dealers document from the “Attachments” section, complete and uploaded to the “Response Attachments” RESELLERS/DEALERS section.

Vendor Certifications

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a member. Vendors should complete all requested forms agreeing to comply with regulations.

Vendor Agreement

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)

Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

Protest Procedure

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Supplementary Catalogs and Information (If applicable)

Supplementary Catalogs and Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services.

Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer's complete line of products, when possible.

LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.

7. **Estimated Quantities:** Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.
12. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:
 - a) Reject or cancel any or all proposals;

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January 29, 2020

Don Whitman
Russell Johns Associates LLC
1001 S Myrtle Ave. Suite 7
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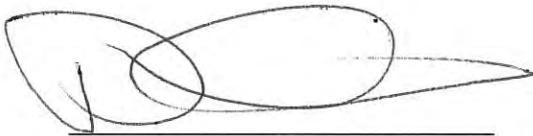
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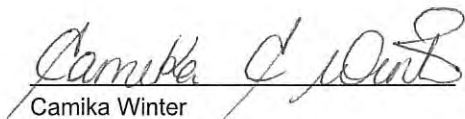
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Don Whitman

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STREAMING

Take a leap into offerings for February

Kelly Lawler
USA TODAY

One extra day in February means 24 more hours to binge-watch all the TV and movies that arrive on streaming services this month.

2020 is a leap year, which means you have a 29th day to sit around in your pajamas and binge-watch your favorite shows and films. We can't guarantee that a 366th day in the year means you can shirk your other responsibilities, but it's fun to pretend you can.

To help you take full advantage of a longer month, we picked out the five best TV series and movies that are premiering on services such as Netflix, Amazon, Hulu and Disney+. From the second season of a bold sci-fi show to a comforting entry in a kids' franchise, we have picks that every member of your family will enjoy.

If you want to know what the Oscar snubs were all about: 'The Farewell'

Once you watch this poignant family drama, it's easier to see why its fans were so upset when Awkwafina didn't receive an Oscar nomination for her performance. The film, in which a young Asian American woman travels to China to see her dying grandmother (who doesn't know she's dying), finds deep meaning in its dissection of family, grief and Eastern and Western culture.

■ *Stream it Feb. 12 on Amazon Prime.*

If you enjoy a 'Blade Runner' vibe: 'Altered Carbon'

Netflix's ambitious sci-fi series,



Awkwafina missed out on an Oscar nomination for "The Farewell." A24 VIA AP

based on the novel by Richard K. Morgan, takes place in a world in which humans' consciousness can be transferred between bodies (known as "sleeves"). In Season 1, protagonist Takeshi Kovacs (then played by Joel Kinnaman) was resurrected after hundreds of years and tried to solve the "murder" of a member of the rich ruling class. In Season 2, Anthony Mackie takes on the role of Takeshi, and is still looking for his lost love, Quellcrist Falconer (Renée Elise Goldsberry), while he investigates more futuristic crime.

■ *Stream Season 2 on Netflix Feb. 27.*

If you miss the Hot Priest from 'Fleabag': 'Grantchester'

There's no replacement for Amazon's "Fleabag," but you may be able to satiate your craving for a small part of the British tragicomedy. If you have a love for swoon-worthy men of the cloth, includ-

ing Andrew Scott's so-called "Hot Priest," you might try PBS drama "Grantchester." The show follows Sidney (James Norton, "Little Women"), an Anglican vicar (which means he can date), who delivers sermons and solves murders. In the fourth season, Norton departed and a new young hunk, Will Davenport (Tom Brittney), took over.

■ *Stream Season 4 on PBS.org, or Feb. 25 on Amazon Prime.*

If you love twisty horror: 'The Cabin in the Woods'

Featuring a pre-"Thor" Chris Hemsworth and a script by Joss Whedon and Drew Goddard ("The Martian"), this surprising horror film plays with the genre's tropes to make something more nuanced and thrilling than a typical slasher. When a group of college kids drives to a cabin in the woods for a weekend of partying, violence and may-

hem ensues. But the source is not what you'd expect.

■ *Stream it on Hulu or Amazon Prime starting Feb. 3.*

If you love an existential spork: 'Toy Story 4'

Part of the, well, plus of Disney+ is that the studio's theatrical releases will quickly debut exclusively on the new streaming service. Next up is the fourth entry in Pixar's beloved "Toy Story" franchise. This sweet continuation sees Woody (Tom Hanks) wonder about his place in his new child's life, while he tries to wrangle the terrified homemade toy Forky (Tony Hale). Forky has his own Disney+ series of shorts, "Forky Asks a Question," and when you watch "Toy Story 4" again it's easy to see how the trash-loving utensil became good enough for his own spinoff.

■ *Stream it on Disney Plus Feb. 5.*

BOOKS

Mathews shares star encounters, even amid pain

David Oliver
USA TODAY

Ross Mathews has met and befriended many a celebrity over his nearly two decades in television, from "The Tonight Show With Jay Leno" to "RuPaul's Drag Race" – and now he's cluing in readers on his most coveted superstar interactions in his book, "Name Drop: The Really Good Celebrity Stories I Usually Only Tell at Happy Hour," (Atria Books, 224 pp.) out Tuesday.

"It's weird that I live in a world where I know that Lady Gaga knows my name," an ever-bubbly Mathews told USA TODAY over the phone. "I'll never get over that."

While his book highlights fun celebrity interactions, including Lady Gaga, Rosie O'Donnell and others, it doesn't shy away from trying moments either, like the time he accidentally called Elizabeth Taylor "Dame Edna" or when he said Matthew Perry and Matt LeBlanc were rude to him on-air. Mathews also invites readers into a difficult time in his

family life.

We chatted with Mathews ahead of the book's release to get the scoop.

On all 'The View' hate: 'Chill out'

Mathews dished about all things "The View," including how he once co-hosted about 10 times in a three-week period and that he was close to getting offered a (literal) seat at the table before a staffing shake-up – hosts Sherri Shepherd and Jenny McCarthy getting the boot – ruined his chances.

He's friends with some of the current crew, including Whoopi Goldberg, Joy Behar and Meghan McCain. He said it's a blessing in disguise he wasn't cast and that he doesn't understand why people online get so upset about the series' divisive nature.

"If you don't want to hear views, don't watch it," Mathews says. "Chill out."

The Omarosa of it all

He competed with Omarosa Mani-

gault Newman on the first season of CBS' "Celebrity Big Brother," which aired in February 2018 (Marissa Jaret Winokur won, and Mathews placed second). He says she's the best of the best when it comes to reality television (something that helped her fit in well when she worked for former "The Apprentice" star himself, President Donald Trump).

Mathews remembers an intense moment in the "Big Brother" kitchen where he stood up to her. There was a pause as they stared in each other's eyes. "Oh God, that was such great TV," she said, then smiled and walked away.

"I think Omarosa knows exactly what she's doing at all times," he said.

What's ahead on 'Drag Race'

Mathews still can't believe he gets to sit next to celebrities as a judge on "RuPaul's Drag Race" – he's appeared on 10 seasons so far. And the new season he'll judge (season 12) is set to premiere on Feb. 28, in addition to a new upcoming season of the show's "All Stars."

"It feels like the culture kind of caught up to what our show is," Mathews said of the Emmy-winning reality series, noting the new seasons are his favorite yet. He cheered the fact that

queenshave grown up with their show for more than a decade – imbuing them with creativity since they were young.

"Imagine what they can do without having ever wasted any time thinking 'is there a place that I fit in?'" Mathews said.

'I think life brings balances'

His book isn't all celebrity-focused though: There's a section devoted to the night he was working on live TV for New Year's Eve in 2003, and how he kept working even after finding out his father only had a few weeks to live.

"It was important for me to show it's not all sunshines and cotton candy and French kisses," Mathews said of the more harrowing material.

Right now, his mother is battling cancer – something he reflected on while reading back the chapter about his father, realizing he'd have to again summon strength as he embarks on a book tour across the country beginning Tuesday in New York.

He was coming out of a breakup and dealing with his mom's illness while writing the book.

"I think life brings balances," he said. "There are extraordinary blessings in my life, but there's also such great pain."

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Johnson energized for final Cup spin

Michelle R. Martinelli
USA TODAY

DAYTONA BEACH, Fla. – No matter what happens in the 2020 NASCAR Cup Series season, Jimmie Johnson will retire as one of racing’s greatest drivers ever with a record-tying seven championships and 83 wins. But he’s not about to let up now.

Johnson announced in November that he’ll retire from full-time Cup racing at the end of the 2020 season – which opens with Sunday’s Daytona 500 (2:30 p.m. ET, Fox) – although he’s made it clear he’s not done competing and is open to trying out other styles of racing.

But for the next nine months, his focus is on bouncing back from a recent two-year slump and winning (at least) one more Cup Series race, which would move him into a three-way tie for No. 5 all time with Darrell Waltrip and Bobby Allison.

His first checkered flag since 2017 would also automatically qualify him for the playoffs and give him a shot at a record-breaking eighth championship.

USA TODAY Sports spoke with the seven-time champ Wednesday at Daytona International Speedway about his final season and the new mindset he’s embracing.

(Note: This interview has been condensed and edited for clarity.)

Does the start to this season feel any different knowing it’s your last full-time run?

Johnson: Pulling in, the flight down, media day, talking about it a lot – I told myself in the offseason I wanted to be



Jimmie Johnson is optimistic as he approaches his final full-time season in the NASCAR Cup Series. JOHN DAVID MERCER/USA TODAY SPORTS

present and aware of these opportunities and let it in, so it’s there. There’s so much excitement in my heart about it all that it’s really fun and is bringing energy to me and the team. I know as the year goes on, it will become more emotional, but right now it’s just bringing a ton of energy.

Is that nervous or positive energy, and how does it compare to how past Daytona 500s have felt?

Johnson: I haven’t been in the trenches yet racing and worried about performance, so I haven’t had any nerves yet. It’s all been euphoria, unicorn-level stuff of just being happy and great. So I know once we go racing, especially when we get to (Las) Vegas (Motor Speedway, for the second race of the season), the reality of the season, the reality of performance will be there. I’ll get knocked down, but right

now I’m certainly riding a high of euphoria.

With all that energy, what’s the one thing you’re most excited about going into this season?

Johnson: Experiencing this year with the people that mean so much to me: Family, (team owner) Rick (Hendrick), my crew guys. To have this bond – the years, the time, the depth of our experience and relationships – the people part of this is what I’m most excited for.

What are you most scared about?

Johnson: I think I’m fearful that I’m not going to be present and enjoy the moments because I’m going to be so worried about competition. So I think that’s my biggest challenge. If we get off to a quick start and we win, it’s going to be very easy. But if we don’t get off to the start that we want, how do I enjoy these

moments and not be caught in the competitive side too much?

You recently said you’re moving away from the “Chasing 8” mentality in this final season. Have your goals for the season changed if your mindset has?

Johnson: What I didn’t recognize is after we won seven, with the notion of being a stand-alone champion at eight, I started chasing something then, and, indirectly, we had come up with this hashtag #Chasing8.

And I had the clarity over the offseason of like, “Holy smokes! I’ve been out of character.” That’s not anything I’ve ever done. I’ve always just showed up to race and have fun. And that’s where I’ve done my best work. That’s where I’ve won seven championships. That’s what I’m going back to.

What’s Jimmie Johnson doing 10 years from now?

Johnson: That’s a great question. I don’t even know what I’m doing next year. Ten years, kids are 19 and 16. I’ll be fearful of my girls dating, fearful of them driving, worrying about which college they’re going to. Dad stuff.

Would you have any interest in returning to Hendrick in an executive leadership position?

Johnson: I’ve not played that role to date. I’m not against it either, but it’s family, it’s home. I still, in the coming years, want to compete, so I’m not sure how that really works. But I wouldn’t rule it out. Hendrick’s home, Hendrick’s family, so I’d consider it.

Do you think you’d be OK if you didn’t win one more race?

Johnson: I wouldn’t have a choice.

NASCAR legend Johnson has itch for IndyCar

Scott Horner
The Indianapolis Star
USA TODAY Network

Jimmie Johnson to the Indianapolis 500? No way.

But as for other IndyCar races ...

The seven-time NASCAR Cup Series champion and four-time Brickyard 400 winner visited NTT IndyCar Series testing Tuesday in Austin, Texas. He expressed interest in tackling road course racing.

“I’m definitely learning,” Johnson told the media Tuesday. “This is a totally different world than what I’ve been used to, but it’s a world I dreamed of racing in when I was a kid growing up in San Diego. My heroes were the guys that raced in the Indy 500. I’d go to the Long Beach Grand Prix and watch, hang out and

wanted to be in a car going by.”

The 44-year-old announced in November that 2020 will be his last full-time season as a Cup Series driver. Sunday at Daytona International Speedway, Johnson posted the fourth-fastest speed in Daytona 500 qualifying.

Johnson is keen on venturing into other forms of racing.

“For me, this is a learning experience and (IndyCar) has always been a bucket list category for me to come see these cars, be around these cars,” he said. “(Next year) is open for me and who knows what opportunity might come along in IndyCar, sports cars or back to my off-road roots. I’m just taking it all in and see what comes of it.”

He said he has “closed the door” on oval racing after he’s done with the Cup Series.



Jimmie Johnson hangs out with driver Robert Wickens during NTT IndyCar Series testing at Circuit of The Americas on Tuesday. JONATHAN FERREY/GETTY IMAGES

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Oklahoma Electric Cooperative (OEC) in Norman, Okla., is a distribution electric utility serving members in central Oklahoma. OEC is seeking requests for proposals (RFPs) from qualified power line construction contractors for overhead construction and storm restoration for 2020-2022. At least four crews consisting of 5 to 6 individuals each are desired. RFPs are due no later than 1 p.m. CST Thursday, Feb. 27.

Please contact Joe Tarp, Manager of Overhead Construction, at 405-217-6673 or jtarp@okcoop.org for information on specific requirements and RFP respondent instructions.

All RFP submissions should be sent to Tracy Mowdy at mowdyt@okcoop.org.

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Elevator Industry Equipment, Repair, Related Products and Services (RFP No. 20-05).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or www.omniapartners.com

PRE-PROPOSAL CONFERENCE: Tuesday, March 3, 2020, 9:00 am local time, Region 4 ESC 7145 West Tidwell Road, Houston, TX 77092.

PROPOSAL DUE DATE: March 24, 2020, BEFORE 2:00 PM CENTRAL TIME.

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Firefighting Equipment and Rescue Tools with Related Supplies and Accessories to result in a contracting solution for use by its members.

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than April 2, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide

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State of Texas
(County of Camp)

Before me, the undersigned authority, on this day personally appeared Ronni Schaber, representative of *The Pittsburg Gazette*, a weekly newspaper of general circulation distributed in Camp County, published at Pittsburg, in Camp County, Texas, who deposes and says that the advertisement was published in the regular issues of *The Pittsburg Gazette* on February 2, 2020

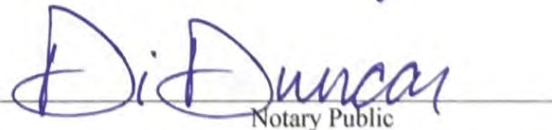
NOTICE

Signed



STATE OF TEXAS
COUNTY OF CAMP

Sworn to and subscribed before me on this 28th day of February, 2020, by
Ronni Schaber


Notary Public



My commission expires: 8/7/23

The Pittsburg Gazette

AFFIDAVIT OF PUBLICATION

State of Texas
(County of Camp)

Before me, the undersigned authority, on this day personally appeared Ronni Schaber, representative of *The Pittsburg Gazette*, a weekly newspaper of general circulation distributed in Camp County, published at Pittsburg, in Camp County, Texas, who deposes and says that the advertisement was published in the regular issues of *The Pittsburg Gazette* on February 13, 2020

NOTICE

Signed



STATE OF TEXAS
COUNTY OF CAMP

Sworn to and subscribed before me on this 28th day of February, 2020 by
Ronni Schaber



Notary Public



My commission expires: 8/7/23

GMPCPA partners Watson and Williams to present BBB Small Business Tax Update



Marketplace Issues

by MECHELE MILLS

TYLER, TX — Better Business Bureau Serving Central East Texas is hosting the February Lunch.Learn.Lead workshop for BBB Accredited Businesses/Charities and their guests on Monday, February 3 from 11:30 a.m. until 1:00 p.m. at the West Campus of Tyler Junior College located at 1530 S SW Loop 323 Tyler, TX 75701.

Participants will learn about tax changes which impact businesses, including fringe benefits, equipment deduc-

tions, and other important topics.

“Preparing for tax time can be especially stressful for small business owners,” Mechele Agbayani Mills, President and CEO of BBB Serving Central East Texas said. “Staying up-to-date on new legislation can help prevent costly penalties from failure to comply with regulations impacting your business.”

Presenters are Megan Williams and Ben Watson. Both are CPAs with Gollob Morgan Peddy Certified Public Accountants.

“Last year was the biggest tax change since 1986,” Watson said. “We’ll walk-through those changes and explain what businesses need to know to better prepare their 2019 taxes.”

Watson is an East Texas native who came to Tyler to get a business degree in accounting from the University of Texas at Tyler. After graduating in 2009, Ben began his career in public accounting at Gollob Morgan Peddy. He was named partner/officer on January 1, 2020. As a tax partner, Watson’s practice areas will include real estate, health care and tax planning for high net-worth individuals.

Williams is a Tyler native. A graduate from UT Tyler, she began her career in public accounting at Gollob Morgan Peddy in 2009 and became a partner/officer on January 1, 2020. As a tax partner, Megan’s practice areas include oil & gas, bankruptcy and high net-worth individuals. She is a Leadership Tyler Alumni, having graduated with Core Class 31. She also serves as the Treasurer of the Christian Women’s Job Corp of Tyler.

“Tax law has become increasingly more complex in recent years; we’ll discuss the most recent changes you need to know to play for the future,” Wilson said.

BBB Lunch.Learn.Lead events are free for BBB Accredited Businesses and Charities. For the full 2020 BBB Lunch.Learn.Lead workshop schedule, please go to bbb.org or contact Coleman Swierc at (903)581-5888.

The Gazette

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LEGAL

Legal Notice for Competitive Bid

Notice is hereby given that the Northeast Texas Community College intends to accept and examine contract bids for its Property and Casualty Insurance. Bids shall be due in the business office of Northeast Texas Community College located at 2886 FM 1735, Mount Pleasant, TX 75455 on February 19, 2020 by 2:00 p.m., Attention: Jeff Chambers.

No offer of intent should be construed from this legal notice that Northeast Texas Community College intends to enter into a contract with a company for insurance services unless, in the sole opinion of NTCC, it is in their best interest to do so.

For required information please contact:

Northeast Texas Community College
Jeff Chambers, Vice President for Administrative Services
2886 FM 1735
Mount Pleasant, TX 75455
Telephone: 903-434-8106
Email: jchambers@ntcc.edu

The Northeast Texas Community College reserves the right to accept any bid which it deems most favorable to the interest of the college and to reject any or all proposals or any portion of any proposal submitted, which, in their opinion, is not in the best interest of the college. Bids will be evaluated based on price (including cost of deductibles) and financial strength of insurance company/organization primarily, but other factors allowable by law and college policy will be evaluated.

All costs involved in submitting bids for the Northeast Texas Community College insurance services program shall be covered in full by the interested company and should be kept to a minimum.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200201 Trades, Labor and Materials JOC

200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services

200203 Security Systems Products and Services

200204 Sports, Activity Equipment and Related Services

200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC

200206 New Buses and other Transportation Vehicles

200207 Used Buses and other Transportation Vehicles

200208 Bus and other Transportation Vehicle Parts and Service

200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time.

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LEGAL

AVISO DE ELECCION PRIMARIA GENERAL, PARTIDO DEMOCRATICO

A los votantes registrados de Condado de **Camp**, Texas:

Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 3 de marzo de 2020 para votar en la elección primaria general para el Partido Democrático para nombrar funcionarios federales, los miembros de la Legislatura Estatal, y a los oficiales del estado, distrito, condado y del precinto; y con el propósito de elegir al presidente.

Si se han combinado precintos para establecer un precinto consolidado, incluya todos los números de precinto cuyos votantes estarán votando en el sitio del precinto consolidado.

El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.

Ubicación de las casillas electorales el Día de Elección	Número de precinto
Pittsburg Fire Station, 514 S. Greer Blvd., Pittsburg	1001
High School Auditorium, 300 North Texas St., Pittsburg	2002
Douglas Community Center, 408 N. Terry St. Pittsburg	3003
Camp County Courthouse 1 st Floor, 126 Church St. Pittsburg	4004

Para Votación Adelantada, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.

Ubicación de las casillas electorales de votación adelantada	Días y Horas Hábiles
Camp County Courthouse Basement, 126 Church Street, Room B-2, Pittsburg	febrero 18 th – 21 st and febrero 24 th - 28th 8:00 a.m. to 5:00 p.m.

Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:

Elaine Young
126 Church Street, Room 102
Pittsburg, Texas 75686

Las solicitudes para boletas de votación adelantada por correo deberán recibirse para el fin de las horas de negocio el: 21 de febrero de 2020.

Emitida este día 3rd de FEBRUARY de 2020.

AVISO DE ELECCION PRIMARIA GENERAL, PARTIDO REPUBLICANO

A los votantes registrados de Condado de **Camp**, Texas:

Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 3 de marzo de 2020 para votar en la elección primaria general para el Partido Republicano para nombrar funcionarios federales, los miembros de la Legislatura Estatal, y a los oficiales del estado, distrito, condado y del precinto; y con el propósito de elegir al president.

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Emitida este día 3rd de February de 2020.

NOTICE OF SALE

BY VIRTUE OF AN ORDER OF SALE

STATE OF TEXAS CAMP COUNTY

and issued pursuant to judgment decree(s) of the District Court of Camp County, Texas, by the Clerk of said Court on said date, in the hereinafter numbered and styled suit(s) and to me directed and delivered as Sheriff or Constable of said County, I have on February 5, 2020, seized, levied upon, and will, on the first Tuesday in March, 2020, the same being the 3rd day of said month, at the South Steps, 126 Church Street of the Courthouse of the said County, in the City of Pittsburg, Texas, between the hours of 10 o'clock a.m. and 4 o'clock p.m. on said day, beginning at 01:30 PM, proceed to sell for cash to the highest bidder all the right, title, and interest of the defendants in such suit(s) in and to the following described real estate levied upon as the property of said defendants, the same lying and being situated in the County of Camp and the State of Texas, to-wit:

Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
1	TS-02-01060	05/31/19	11000-04200-00300-000000 2-5-20

THE FOLLOWING PROPERTIES HAVE BEEN STRUCK-OFF AT PREVIOUS TAX SALES AND ARE NOW BEING OFFERED FOR RE-SALE. CAMP CENTRAL APPRAISAL DISTRICT VS. B. A. DURHAM SR, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)

0.35 acres, more or less, out of Lot 3, Block 42, City of Pittsburg, Camp County, Texas, described in deed dated June 14, 1961, from Veatrice Hudgins to W. T. Wooten, in Volume 82, Page 196, Deed Records of Camp County, Texas (#2442)

Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
2	TS-02-01077	05/31/19	10001-05700-00150-000000 2-5-20

CAMP COUNTY, ET AL VS. JOE HARDY MOORE, SR., ET AL (TAX SALE HELD SEPTEMBER 3, 2019)
Tract 1: 1.00 acre, more or less, situated in the O. Hendricks Survey, Abstract 57, Camp County, Texas, described in deed dated January 3, 1961, from Odister Fridia, et ux to Joe Hardy Moore, in Volume 81, Page 221, Deed Records of Camp County, Texas (#6202)

Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
3	TS-11-00197	05/01/15	10001-06800-00171-000000 2-5-20

CAMP COUNTY, ET AL VS. SAMUEL SUBLETT, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)
Tract 3: 10.78 acres, more or less, situated in the Jesse Kitchens Survey, Camp County, Texas, described in deed dated March 21, 1956, from Mann Dooley, et ux to Samuel Sublet, in Volume 70, Page 300, Deed Records of Camp County, Texas (#8807)

Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
4	TS-15-00350	05/31/19	10001-05700-00198-000003 2-5-20

CAMP COUNTY, ET AL VS. JUAN CARLOS CUEVAS, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)
4.00 acres, more or less, situated in the Obediah Hendricks Survey, Abstract 57, Camp County, Texas, described in deed dated December 29, 2005, from Gregory K. Jones, et al to Lisa D. Galvan-Cuevas, et al, in Volume 211, Page 886, Official Public Records of Camp Count , Texas (#24416)

Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
5	CV-16-00354	05/31/19	10001-06800-00063-001000 2-5-20

CAMP COUNTY, ET AL VS. MARVIN ADAMS, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)
4.201 acres, more or less, situated in the Jesse Kitchens Survey, Abstract 68, Camp County, Texas, described in deed dated March 22, 1988, from Abell Adams to Marvin Adams, et al, in Volume 239, Page 804, Deed Records of Camp County, Texas (#17091)

Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
6	TS-16-00367	05/31/19	21000-02100-00100-000477 2-5-20

CAMP COUNTY, ET AL VS. COY BRYANT, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)
Lots 477 & 478, Section 1, Thunderbird Point Subdivision, described in Volume 1, Page 44, Plat Records of Camp County, Texas, including a Mobile Home, Label #s TEX0354525 & TEX0354526, Serial #s 1354760509A & 1354760509B, described on the tax rolls of Camp County, Texas (#12687)

Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
7	TS-16-00375	05/31/19	10001-06800-00027-000001 2-5-20

CAMP COUNTY, ET AL VS. BETTY HOLDEN, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)
1.00 acre, more or less, Manufactured Home Label # NTA0504441 & NTA0504442, Serial # CRHTX5060A & CRHTX5060B, situated in the J. Kitchens Survey, Abstract 68, Camp County, Texas, described in deed

dated November 16, 1995, from Bertha Dooley to Betty Holden, in Volume 45, Page 561, Real Property Records of Camp County, Texas (#21403)

Adjudged Value \$9,005.00				
Sale #	Cause #	Judgement Date	Acct. #	Order Issue Date
8	TS-16-00388	05/31/19	10001-05900-00179-000000	2-5-20

CAMP COUNTY, ET AL VS. EDWARD ROGERS, ET AL (TAX SALE HELD SEPTEMBER 3, 2019)
0.50 acres, more or less, situated in the Vincent Hamilton Headright Survey, Camp County, Texas, described in deed dated December 7, 1982, from Edward Rodgers to Winford Ray Latchison, in Volume 228, Page 355, Deed Records of Camp County, Texas (#7738)

Adjudged Value \$21,349.00			
Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
9	TS-17-00406	08/03/18	13000-04300-00000-750000 2-5-20

CAMP COUNTY, ET AL VS. KATE FRANKLIN, ET AL (TAX SALE HELD DECEMBER 4, 2018)
Tract 1: Lot 75, Harlem Heights Addition, City of Pittsburg, Camp County, Texas, according to the map or plat thereof, recorded in Volume 32, Page 366, Deed Records of Camp County, Texas (#2889)

Adjudged Value \$2,300.00			
Sale #	Cause #	Judgement Date	Acct. # Order Issue Date
10	TS-17-00418	05/31/19	13000-04300-00004-000401 2-5-20

CAMP COUNTY, ET AL VS. ROHELIA J. WYNNE, A/K/A ROHELIA J. WYNNE LEFTWICH, A/K/A ROHELIA WYNN LEFTWICH, A/K/A ROHELIA J. LEFTWICH

All that certain tract of land situated out of Block 43, Nancy Glass Survey, Camp County, Texas, described as Lot 4, Aldridge Addition, an addition to City of Pittsburg, Camp County, Texas, being 3.25 acres, more or less, in Volume 58, Page 284, Deed Records of Camp County, Texas; SAVE & EXCEPT however, the following:
a. that certain 100.00 feet by 140.00 feet, containing 0.321 acre tract described in Volume 119, Page 451, Deed Records of Camp County, Texas;
b. that certain 67 1/2 yard by 19.00 yard, containing 0.265 acre tract described in Volume 187, Page 608, Deed Records of Camp County, Texas;
c. that certain 0.123 acre tract described in Volume 196, Page 877, Deed Records of Camp County, Texas;
d. that certain 0.192 acre tract described in Volume 230, Page 170, Deed Records of Camp County, Texas;
e. that certain 0.192 acre tract described in Volume 231, Page 108, Deed Records of Camp County, Texas; and
f. that certain 0.192 acre tract described in Volume 238, Page 46, Deed Records of Camp County, Texas; leaving herein a residue of 1.965 acres, more or less (#19625)

Adjudged Value \$12,205.00

(any volume and page references, unless otherwise indicated, being to the Deed Records, Camp County, Texas, to which instruments reference may be made for a more complete description of each respective tract.) or, upon the written request of said defendants or their attorney, a sufficient portion of the property described above shall be sold to satisfy said judgment(s), interest, penalties, and cost; and any property sold shall be subject to the right of redemption of the defendants or any person having an interest therein, to redeem the said property, or their interest therein, within the time and in the manner provided by law, and shall be subject to any other and further rights to which the defendants or anyone interested therein may be entitled, under the provisions of law. Said sale to be made by me to satisfy the judgment(s) rendered in the above styled and numbered cause(s), together with interest, penalties, and costs of suit, and the proceeds of said sales to be applied to the satisfaction thereof, and the remainder, if any, to be applied as the law directs.

Dated at Pittsburg, Texas, February 5, 2020

Sheriff Alan D. McCandless
Camp County, Texas

Notes:

The Minimum Bid is the lesser of the amount awarded in the judgment plus interest and costs or the adjudged value. However, the Minimum Bid for a person owning an interest in the property or for a person who is a party to the suit (other than a taxing unit), is the aggregate amount of the judgments against the property plus all costs of suit and sale. ALL SALES SUBJECT TO CANCELLATION WITHOUT PRIOR NOTICE. THERE MAY BE ADDITIONAL TAXES DUE ON THE PROPERTY WHICH HAVE BEEN ASSESSED SINCE THE DATE OF THE JUDGMENT. For more information, contact your attorney or LINE-BARGER GOGGAN BLAIR & SAMPSON, LLP., attorney for plaintiffs, at (903) 597-2897

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The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

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200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services

200203 Security Systems Products and Services

200204 Sports, Activity Equipment and Related Services

200205 Synthetic or Natural Sports

Fields, Courts or Tracks 2 Part with JOC

200206 New Buses and other Transportation Vehicles

200207 Used Buses and other Transportation Vehicles

200208 Bus and other Transportation Vehicle Parts and Service

200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Advertise in The Pittsburg Gazette



4845 US Hwy 271 North | Pittsburg, TX 75686

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January 29, 2020

Daily Journal of Commerce, Inc.

Attn: Michelle Ropp

SDS 12-2632 PO Box 86

Minneapolis, MN 55486

Please print the following **LEGAL NOTICE** on **Friday, February 7, 2020 and Friday, February 14, 2020.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 200201 Trades, Labor and Materials JOC
- 200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services
- 200203 Security Systems Products and Services
- 200204 Sports, Activity Equipment and Related Services
- 200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
- 200206 New Buses and other Transportation Vehicles
- 200207 Used Buses and other Transportation Vehicles
- 200208 Bus and other Transportation Vehicle Parts and Service
- 200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

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We will not be responsible for errors after the FIRST publication of any advertisement.

To place or make corrections to a Call for Bid Advertisement, please call 503-802-7205.

FAX: 503-222-5358 • E-mail: mropp@djcoregon.com

Deadline: 9:30 A.M. the business day prior to publication.

FIRST TIME PUBLISHED

CONSTRUCTION

OREGON LEGISLATIVE ASSEMBLY CAPITOL WINGS ROOF REPLACEMENT

Bids Due 2:00 pm, March 5, 2020
INVITATION TO BID

In order to better notify vendors and contractors in your area Oregon Legislative assembly, acting by and through its Office of the Legislative Administrator (OLA) is providing information on the following solicitation:

Solicitation # and Title: Capitol Wings Roof Replacement

ORPIN # 156-1014-20

Bid Closing Date and Time: Thursday, March 5th, 2020, at 2:00 PM (PST)
Project Location: 900 Court Street NE, Salem Oregon 97301

Project estimate for bonding purposes: \$1,300,000.00

Brief Description: The purpose of the ITB is to establish a Contract for roof replacement of the 1977 wings.

Additional information and all bid documents may be obtained from the Oregon Procurement Information Network (ORPIN) at: <http://orpin.oregon.gov/open.dli/welcome>

Published Feb. 7, 2020. 11851378

CITY OF PORTLAND INVITATION FOR BIDS

CONSTRUCTION BIDS ARE
DUE BY 2:00 PM

ALL BIDS WILL BE OPENED
AT 2:00 PM

Bids will be received electronically at <https://procure.portlandoregon.gov/bsa> for the Construction project detailed below until the time and dates indicated. All bids are due by 2:00 PM. Late bids will not be accepted.

Plans and specifications may be obtained online at <http://procure.portlandoregon.gov/>. For additional information, telephone the buyer at the number listed.

The City encourages bidding by D/M/W/ESB's and will assist such firms to understand and participate in the formal bidding processes.

NON-DISCRIMINATION: Bidder must be certified as an EEO Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland.

CONSTRUCTION

On all construction projects the successful bidder shall be required to certify that he/she is in compliance with ORS 279C.800 to 279C.870 or the Davis Bacon Act, 40 USC § 3141 to 3148 relative to prevailing wage rates.

On projects where bidders are required to be prequalified, the bidder must be prequalified by Procurement Services in the stated category for an amount equal to the amount shown in the project description in this advertisement. Additional prequalification requirements may be described in the project specifications. A prequalification application must be filed with Procurement Services at least ten (10) calendar days prior to the last day for receipt of bids, unless stated otherwise in the bid documents.

BID NO. DESCRIPTION

00001413 SE 136th Paving; Foster to Division Project: For plans and specifications order on-line at site <http://procure.portlandoregon.gov/> or call (503) 823-1075. For bidding information call Emmanuel Amunga, at (503) 823-2299 or email to emmanuel.amunga@portlandoregon.gov.

NO PREBID MEETING SCHEDULED. BIDDERS ENCOURAGED TO VISIT PROJECT SITE. PREQUALIFICATION REQUIRED IN CLASS 2 - STREET IMPROVEMENTS FOR \$5,000,000.

Prequalification applications due at least ten (10) days prior to the bids due date. BIDS DUE: MARCH 03, 2020 BY 2:00 P.M. via <https://procure.portlandoregon.gov/bsa>

Published Feb. 7, 2020. 11851541

ATHENA-WESTON SCHOOL DISTRICT #29RJ

2020 SEISMIC UPGRADE PROJECT
Proposals Due 2:00 pm,
February 27, 2020

REQUEST FOR PROPOSALS

Athena-Weston School District #29RJ is seeking General Contracting Services for the 2020 Seismic Upgrade Project, for work at the Weston Middle School, 205 East Wallace, Weston, OR.

All bids shall be submitted to Athena-Weston School District #29RJ in a sealed envelope and delivered to:

Athena-Weston School District #29RJ

ATTN: Paula Warner, Business Manager

375 S. 5th Street
Athena, OR 97813

Sealed Bids will be received until: February 27, 2020 at 2 p.m. local time at the District Office, 375 S. 5th Street, Athena, OR 97813.

The outside of the envelope shall be clearly marked: "ATHENA-WESTON SCHOOL DISTRICT #29RJ - 2020 SEISMIC UPGRADE PROJECT"

Oregon. Meet at the Weston Middle School Maintenance Shop location. This non-mandatory pre-bid meeting will be immediately followed by voluntary site tours, leaving from the Weston Middle School Maintenance Shop location.

All Bids shall be in the format requested and/or furnished by Athena-Weston School District #29RJ, herein after referred to as District, or they may be rejected by the District.

Bid documents and plans may be obtained by emailing Paula Warner, Business Manager: paula.warner@athwestsd.org.

Interested firms shall have no unauthorized contact with District staff or Board Members during the solicitation process. All questions shall be directed in writing to the District's Business Manager, Paula Warner, at paula.warner@athwestsd.org. Published Feb. 7 & 14, 2020. 11848077

EAST IMPROVEMENT DISTRICT

COLUMBIA RIVER PIPELINE PROJECT

PUMP STATION ELECTRICAL SYSTEM

CLOSING DATE AND TIME:

THURSDAY, FEBRUARY 27, 2020,

1:30 PM (PST)

INVITATION TO BID (306)

Notice is hereby given that East Improvement District (EID), an Oregon irrigation corporation, is inviting bids from qualified and responsible contractors for the construction of the Columbia River Pump Station Electrical System for EID's Columbia River Pipeline project. Additional details regarding the project and the goods and services sought are included in EID's Invitation to Bid and exhibits thereto (ITB 306).

ITB 306 can be obtained through the Oregon Procurement Information Network (ORPIN) at <https://orpin.oregon.gov>, and will not be mailed to prospective Offerors. It is imperative that proposers check ORPIN regularly for addenda, clarifications, and other notifications that may be pertinent.

The successful bidder will be asked to sign an agreement with EID, attached as part of the documents issued with ITB 306 (the "Agreement"). Bidders must evaluate the Agreement prior to submitting a bid, and will be deemed to have accepted the terms and conditions contained therein unless a protest of terms is timely received and approved by EID pursuant to the procedure set out in ITB 306. Objections to the terms and conditions made after expiration of the protest period in ITB 306 will not be considered, and may constitute grounds for subsequent denial of the contract.

A mandatory pre-bid conference will be held on February 17, 2020 at 10:00 AM. Bids shall be submitted in a sealed envelope plainly identifying ITB 306 and the bidder's name and address, and shall be delivered to IRZ Consulting, LLC, 500 N. 1st Street, Hermiston, OR 97838. Bids will be accepted until 1:30 PM on Thursday, February 27, 2020 (the "Closing Date"). Bids received after the 1:30 PM deadline will not be considered and will be returned unopened to the bidder(s).

Bids will be opened at 2:00 PM on the Closing Date at the office of IRZ Consulting, LLC, 500 N. 1st St., Hermiston, OR 97838. Subcontractor disclosure forms are due by 3:30 PM on the Closing Date.

EID may reject any bid not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all bids in whole or in part when the cancellation or rejection is in the best interest of EID, and at no cost to EID.

For additional information regarding this ITB, please contact Wayne Downey, Director of Construction, at wayne.downey@irz.com. All communication shall be via email. Published Feb. 7, 2020. 11851555

GERDING BUILDERS, LLC THE OLD JEFFERSON MIDDLE SCHOOL

DEMOLITION

Bids due: 2:00 pm February 25th, 2020
INVITATION TO BID

Gerding Builders, LLC (OR CCB# 193549) is serving as the Construction Manager / General Contractor (CM/GC) for Jefferson School District, and is soliciting bids for the demolition of the old Jefferson Middle School, in Jefferson, OR. Gerding Builders is soliciting bids for the demolition only at this time.

Bid documents may be obtained electronically by contacting Scott Schumann, via email at scotts@gerdingbuilders.com. A non-mandatory pre bid has been scheduled for 2/13/20 at 10:00 am. Meet at the project site, 1344 N 2nd St., Jefferson, OR.

Bids can be delivered to the Gerding Builders office-200 SW Airport Rd., Corvallis, OR, emailed to scotts@gerdingbuilders.com, or delivered through "Building Connected", and must be received before 2:00 p.m. PDT. Bids received after the deadline will not be considered.

Gerding Builders is an equal opportunity employer and encourages the participation of minority women disabled

279C.800-870, Oregon Bureau of Labor and Industries (BOLI) requirements, and be licensed with the State of Oregon Construction Contractors Board. Published Feb. 7, 2020. 11851424

VANCOUVER PUBLIC SCHOOLS

HAZARDOUS MATERIAL ABATEMENT & BUILDING DEMOLITION

Bids Due 4:00 pm, February 20, 2020
ADVERTISEMENT FOR BID
BID NO. 2020

Hazardous Material Abatement & Building Demolition at the following Vancouver Public School location: McLoughlin Middle School, 5802 MacArthur Blvd., Vancouver, WA 98661 - Vancouver Public Schools.

Notice is hereby given the Board of Vancouver Public Schools, Clark County, Washington, will receive bids until 4:00 p.m. (PST), February 20, 2020, at the Jim Parsley Center located at 2901 Falk Road, Vancouver, Washington, for the Abatement & Demolition of McLoughlin Middle School. The bids will be opened and read aloud, immediately after the closing time for their receipt, at which time all interested persons are entitled to attend the bid opening.

Bids will be received as follows: Contract consisting of Hazardous Material Abatement and Building Demolition. All work will be under a single contract.

Contract documents will be available February 7, 2020, and may be examined at the following offices:

Vancouver Public Schools Planning Department, 2901 Falk Road, Vancouver, WA 98661; 360-313-1040.

Southwest Washington Contractors Association, 7017 NE Highway 99, Suite 214; Vancouver, WA 98665; info@swca.org, www.swca.org.

Contract documents will be available to view and/or download beginning on February 7, 2020, at J-2 Blue Print Supply Company, 8100 NE St. Johns Road, Suite B-101, Vancouver, WA, 360-696-1861; <https://plans.12b.com/site/vansd>.

Prospective bidders will be required to sign in as an account manager to have access to the project documents. Contact J2 Blue Print Plan Center regarding questions or setting up an account or viewing the documents. Printed sets or sheets may be purchased directly from printer.

No bid will be considered unless in complete accord with the instructions to bidders, and submitted upon the official proposal form included in the contract documents. Each bid must be accompanied by bid security in the form of a bid bond, certified bank check, or cashier's check executed in favor of the Owner for not less than 5 percent (%) of the basic bid amount, excluding applicable State of Washington taxes. Bid security shall be forfeited as damages should the bidder neglect or refuse to enter into a contract and provide a suitable bond for performance/payment for labor and materials. In addition, each bid shall include non-collusion acknowledgement and certification of non-segregated facilities.

This project is considered a Public Works project. Attention of bidders is called to State of Washington statutes, regulations and rules pertaining, but not limited to, the following public works projects: non-discrimination in employment and facilities; rates of payment for wages and fringe benefits to workers; forms of bids; bonds, contracts and certificates; restrictions of lien, taxes and retainage; and barrier-free facilities for the handicapped.

The Owner reserves the right to wave any informalities and to reject any or all bids.

No bidder may withdraw or modify his bid after the time set for the bid opening until after 45 calendar days from bid opening date.

There will be a non-mandatory pre-bid conference on February 13, 2020 at 4pm, at McLoughlin Middle School - 5802 MacArthur Blvd., Vancouver, WA 98661 per Section 00 21 13: Instructions to Bidders.

By Order of the Board

Contact:

Todd Horenstein, AIA

Assistant Superintendent,

Capital Facility Planning

Vancouver School District No. 37

360-313-1040

Published Feb. 7 & 12, 2020. 11847284

SALEM-KEIZER SCHOOL DISTRICT

2020 HAYESVILLE ELEMENTARY

Bids Due 2:00 pm, February 18, 2020

ADVERTISEMENT FOR BIDS

Sealed bids will be received by Salem-Keizer School District, Purchasing Department, via online e-procurement system, until Tuesday, February 18th, 2020, for 2020 Hayesville Elementary, Bid Number 2019-859.

BID CLOSING: 2:00 P.M., local time
DISCLOSURE DEADLINE 4:00 P.M., local time

BID OPENING: Immediately after bid closing

The project consists of new construction of approximately 6,300 sq feet to include classrooms, and support spaces, work also includes a covered play area and some interior remodel work. Seismic upgrades are included in the project.

MANDATORY: This bid is only open to small general contractors prequalified under RFP 395. Contractors may contact the Construction Services office to verify their status.

The District is using an online bidding system Vendors wishing to submit a bid must register on this system. The URL is <https://skbid.ionwave.net>. Instructions for registration, technical assistance, and training on using the system are available by appointment. Contact Purchasing, La Von Maskell, at 503-399-3086 for assistance.

the closing deadline. Bids received after the time fixed for receiving bids cannot be considered.

Bidding documents are available on line at the site listed above.

No bid will be received or considered unless the Bid contains a statement by the bidder certifying, as part of the bid, compliance with the provisions required by ORS 279C.800 to 279C.870 (Prevailing Wage Rate).

Pursuant to ORS 279C.365, no bid for a construction contract shall be received or considered by the public contracting agency unless the bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board.

Contractors and sub-contractors performing any asbestos abatement work are to be licensed by the Department of Environmental Quality as provided in ORS 468A.700-468A.760.

No bid will be received or considered by the District unless the bid contains a statement as to whether the bidder is a resident bidder, as defined in ORS 279A.120.

No proposal will be considered unless accompanied by bid security in the form of a surety bond executed by a State licensed surety company, payable to the Salem-Keizer School District 24J in an amount equal to ten percent (10%) of the Base Bid. No interest will be paid on bid security. Return or retention of bid security shall be subject to the provisions of ORS 279C.385.

Pursuant to ORS 279C.395 the School District may reject any bid not in compliance with all prescribed bidding procedures and requirements and may reject for good cause any or all bids if, in the judgment of the Board of Directors, it is in the public interest to do so. The School District shall have the right to waive informalities and to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the Bidding Documents.

No bidder may withdraw their bid after the hour set for the opening thereof and before award of the Contract, unless award is delayed beyond sixty (60) days from the bid opening date.

By order of:

Salem-Keizer School District 24-J

By: TODD WILSON, Buyer

ANGELA FLORES

CARLSON VEIT JUNGE

ENGINEER/ARCHITECT CO.

Published Feb. 7, 2020. 11847734

GOODS AND SERVICES

THE INTERLOCAL PURCHASING SYSTEM

PROCUREMENT SOLICITATIONS

Proposals Due 3:00 pm,

March 20, 2020

REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200201 Trades, Labor and Materials JOC

200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services

200203 Security Systems Products and Services

200204 Sports, Activity Equipment and Related Services

200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC

200206 New Buses and other Transportation Vehicles

200207 Used Buses and other Transportation Vehicles

200208 Bus and other Transportation Vehicle Parts and Service

200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Feb. 7 & 14, 2020. 11845753

CITY OF BEND HVAC MAINTENANCE/ON-CALL REPAIR

Proposals Due 3:00 pm,

March 10, 2020

REQUEST FOR PROPOSALS

SOLICITATION NO. 20-4233

The City of Bend requests proposals to provide the services necessary for a two-year HVAC Preventative Maintenance/On-Call Repair Services contract for all City of Bend facilities identified in this Request for Proposals (RFP). The contract will include the option to renew the contract annually for up to 3 additional one year terms.

A mandatory pre-submittal meeting will be held at 8:30 a.m. on February 27, 2020, in the Council Chambers at City Hall, 710 NW Wall Street, Bend OR 97703. Contractors interested in responding to this RFP are encouraged to attend.

Sealed proposals must be submitted by March 10, 2020, 3:00 p.m., at City Hall, 710 NW Wall Street, 2nd Floor, Bend, Oregon, 97703, Attn: Dan Galanaugh, Senior Procurement Analyst. Proposals will not be accepted after deadline. The outside of the package containing the proposal shall identify the company name and the project: HVAC Maintenance/On-Call Repair, Solicitation No. 20-4233.

Solicitation packets may be obtained from Premier Builders Exchange at www.premierbex.com (click on Public Works Projects) or at 63052 Layton Ave., #100, Bend, Oregon. Proposers must register with Premier Builders Exchange as a document holder to receive notice of addenda. This can be done on the Premier Builders Exchange website or by phone at 541-389-0123. Proposers are responsible for checking the website for the issuance of any addenda prior to submitting a proposal. Proposal results are available from Premier Builders

for proposal, 2) reject any or all proposal not in compliance with public solicitation procedures and requirements, 3) select contractor on the basis of the proposals or to conduct interviews with the highest qualified proposers after scoring, 4) seek clarifications of any or all proposals, and 5) to select the proposal which appears to be in the best interest of the City.

This project is subject to the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing wages.

Dan Galanaugh

Senior Procurement Analyst

541-385-8677

Published Feb. 7, 2020. 11847719

MULTNOMAH COUNTY DRAINAGE DISTRICT NO. 1

ENGINEERING AND RELATED SERVICES

Bids Due 2:00 pm, March 5, 2020

REQUEST FOR QUALIFICATIONS

(RFQ) No. MC-010-2020

Multnomah County Drainage District No. 1 requests multiple qualifications from engineering firms interested in providing engineering and/or related services, including but not limited to the services listed below, which includes services in support of current and future public projects and their maintenance. The intent is to establish a list of qualified Consultants who will be available to provide these services on an "on-call / as-needed" basis. Firms shall submit a separate qualification response for each qualified Service Category that they wish to be considered for, per the RFQ instructions.

Consultants and their staff will have demonstrated experience performing the services at a professionally licensed/certified level as a typical part of their business.

Service Categories for this RFQ are:

Water Resources Engineering, Pump Station Engineering, Geotechnical Engineering, Structural Engineering, Surveying Services, and Drafting Services. Consultants may submit qualifications for one or more Service Category. The District intends to award Contracts to multiple Consultants within the same Service Categories.

Consultants will be selected to provide services based on qualifications and availability. MCDD is not guaranteeing any amount of work as a result of this RFQ or award of a Contract.

Qualifications shall be submitted to Guy Melton, Purchasing Analyst, Multnomah County Drainage District No. 1, 1880 Elrod Drive, Portland, OR 97211. DUE DATE: Thursday March 5, 2020 by 2:00 PM PT.

RFQ documents may be obtained from the Oregon Procurement Information Network (ORPIN) <https://orpin.oregon.gov/open.dli/welcome>

All qualifications shall be submitted as set forth in the solicitation document. Firms responding to this

RFQ are responsible for submitting qualifications in the manner, format, and to the delivery point required by the RFQ Document.

MCDD reserves the right to waive any or all informalities and irregularities; cancel the Request for Qualifications; and/or reject any or all qualifications if doing either would be in the public interest as determined by the District.

Guy Melton

Purchasing Analyst

Published Feb. 7, 2020. 11851577

CITY OF BEAVERTON

MUNICIPAL COURT TRAFFIC

SCHOOL PROVIDER

Bids Due 2:00 pm, February 28, 2020

REQUEST FOR PROPOSAL

SOLICITATION #3642-20B

The City of Beaverton Municipal Court is seeking sealed proposals from qualified companies to be the Court's Traffic School Provider for its Traffic School Safety Program. Proposers are invited to submit a

(COBID) or the Washington State Office of Minority & Women's Business Enterprises (OMWBE). Prime-tier Subcontractors that are not certified firms will have the same goal to utilize lower-tier SBE's for 20% of construction costs, of which 8.5% shall be minority owned businesses.

Contractor is an equal opportunity employer and request bids from all qualified firms. CCB License # 186536. Published Feb. 12 & 14, 2020.

11853309

ATHENA-WESTON SCHOOL DISTRICT #29RJ

2020 SEISMIC UPGRADE PROJECT

Proposals Due 2:00 pm,

February 27, 2020

REQUEST FOR PROPOSALS

Athena-Weston School District #29RJ is seeking General Contracting Services for the 2020 Seismic Upgrade Project, for work at the Weston Middle School, 205 East Wallace, Weston, OR.

All bids shall be submitted to Athena-Weston School District #29RJ in a sealed envelope and delivered to:

Athena-Weston School District #29RJ
ATTN: Paula Warner, Business Manager
375 S. 5th Street
Athena, OR 97813

Sealed Bids will be received until: February 27, 2020 at 2 p.m. local time at the District Office, 375 S. 5th Street, Athena, OR 97813.

The outside of the envelope shall be clearly marked: "ATHENA-WESTON SCHOOL DISTRICT #29RJ - 2020 SEISMIC UPGRADE PROJECT"

A non-mandatory pre-bid meeting will be held at February 19, 2020 at 10 AM a.m. local time, 2020 at Weston Middle School, 205 East Wallace, Weston Oregon. Meet at the Weston Middle School Maintenance Shop location. This non-mandatory pre-bid meeting will be immediately followed by voluntary site tours, leaving from the Weston Middle School Maintenance Shop location.

All Bids shall be in the format requested and/or furnished by Athena-Weston School District #29RJ, herein after referred to as District, or they may be rejected by the District.

Bid documents and plans may be obtained by emailing Paula Warner, Business Manager: paula.warner@athwestsd.org.

Interested firms shall have no unauthorized contact with District staff or Board Members during the solicitation process. All questions shall be directed in writing to the District's Business Manager, Paula Warner, at paula.warner@athwestsd.org. Published Feb. 7 & 14, 2020.

11848077

COWLITZ COUNTY

COWLITZ COUNTY HEADQUARTERS LANDFILL CELL 9 EARTHWORKS CONSTRUCTION PROJECT

Bids Due 11:00 am, February 18, 2020

INVITATION TO BID

The Board of County Commissioners of Cowlitz County, Washington will receive sealed bids until February 18, 2020, prior to 11:00 a.m., for the following work: COWLITZ COUNTY HEADQUARTERS LANDFILL CELL 9 EARTHWORKS CONSTRUCTION PROJECT.

At that time all bids will be publicly opened and read in the Board's hearing room. Bids must be addressed to:

Board of County Commissioners
Attn: Clerk of the Board
207 Fourth Avenue North
Kelso WA 98626

Work performed under this contract consists of the following:

Construction of approximately 30 acres of Cell 9 landfill earthworks requiring excavation and embankment to prepare subgrade; clearing, grubbing, burning, and fine stripping of existing landfill subgrade; supply and installation of landfill HGCS gravel and piping, supply and installation of CDF-encased stormwater piping; construction of perimeter concrete channel and perimeter gravel road improvements; supply and installation of landfill gas header piping and other stormwater piping; seeding; and general grading and drainage improvements of perimeter roads and ditches. The County's existing ground survey of the work area, and the design plan views, are available in AutoCad format upon request during the bidding process.

A prebid meeting will be held on Thursday, February 6, 2020 at 9:00 a.m., in the Training Room at the Public Works Building, 1600 - 13th Avenue S., Kelso, WA 98626.

Project bid documents (Plans, specifications, addenda, bid documents, bidders list and plan holders list) for this project are available online for inspection during the bidding period through the Builders Exchange of Washington (BXWA) website at www.bxwa.com. Click on Posted Projects, then Public Works, then Cowlitz County and then Projects Bidding. These documents are available for viewing, downloading and printing on your own equipment free of charge. This service is provided to Prime Bidders, Subcontractors, and Vendors bidding on this project. Bidders will need to "Register as a Bidder" through the BXWA in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Bidders should contact Builder's Exchange of Washington at (425) 258-1303 for questions regarding access or registration.

It is the sole responsibility of the Bidder to obtain Addenda, if any. Addenda information will be available on the BXWA web site at www.bxwa.com. Cowlitz County accepts no responsibility or liability and will provide no

accommodation to bidders who fail to check for addenda and thereby submit inadequate or incomplete responses.

Cowlitz County will not provide paper copies of the Project bid documents for this project for bidding purposes. A copy of the plans and specifications may be reviewed at the office of the Clerk of the Board of County Commissioners.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Cowlitz County.

All documents received in response to this invitation to bid will become a matter of public record and subject to the Washington public disclosure act under chapter 42.56 RCW.

Cowlitz County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The Board reserves the right to reject any and all bids and to waive any immaterial irregularities or informalities in any bid or in the bidding.

DATED this 28th day of January, 2020.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY,
WASHINGTON

Published Jan. 31; Feb. 7 & 14, 2020.

11845534

GOODS AND SERVICES

OREGON RASPBERRY AND BLACKBERRY COMMISSION

ANNUAL CONTRACT FOR ADMINISTRATIVE SERVICES

Proposals Due 4:00 pm,

April 2, 2020

REQUEST FOR PROPOSALS

The Oregon Raspberry and Blackberry Commission (ORBC) is accepting proposals from qualified firms for the purpose of entering into a contract to provide ORBC with administrative services. The full RFP, including minimum qualifications and proposal requirements, is available at www.oregon-berries.com/the-orbc/ PROPOSAL DEADLINE: 4:00 p.m., Thursday, April 2, 2020.

SINGLE POINT OF CONTACT: All inquiries regarding this RFP must be made to

Kris Anderson, ODA Commodity Commission Oversight Program Manager
1207 NW Naito Parkway, Suite 104
Portland, OR 97209
503-872-6600

PRE-PROPOSAL CONFERENCE: Wednesday, February 19, 2020 at 9 a.m. at

Food Innovation Center
1207 NW Naito Parkway
Portland, OR 97209

Published Feb. 10, 12 & 14, 2020.

11852206

THREE RIVERS SCHOOL DISTRICT

STUDENT TRANSPORTATION SERVICES

Proposals Due 2:00 pm,

March 24, 2020

REQUEST FOR PROPOSALS

The Three Rivers School District is seeking proposals from qualified contractors to provide student transportation services including home to school transportation, individualized transportation and trips per the specifications of the solicitation document, which is available at <https://www.threerivers.k12.or.us/departments/business-and-finance/rfps>. The contract period is expected to begin July 1, 2020 with an initial five year term.

Any qualified contractor interested in submitting a proposal is required to attend a pre-proposal meeting on February 19, 2020 at 2:00 PM PST at the District Administration Office at 8550 New Hope Road, Grants Pass, OR 97527. Statements made by District representatives at the pre-proposal meeting are not binding unless confirmed by written addendum.

Sealed proposals will be received until 2:00 PM, PST on March 24, 2020 and shall be delivered to the District Administration Office, 8550 New Hope Road, Grants Pass, OR 97527 clearly marked "Proposal for Student Transportation Services." The District reserves the right to reject any or all proposals.

Published Feb. 12 & 14, 2020.

11851593

THE INTERLOCAL PURCHASING SYSTEM PROCUREMENT SOLICITATIONS

Proposals Due 3:00 pm,

March 20, 2020

REQUEST FOR PROPOSALS

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

200201 Trades, Labor and Materials JOC
200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services
200203 Security Systems Products and Services
200204 Sports, Activity Equipment and Related Services
200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
200206 New Buses and other Transportation Vehicles
200207 Used Buses and other Transportation Vehicles
200208 Bus and other Transportation Vehicle Parts and Service
200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Feb. 7 & 14, 2020.

11845753

DESCHUTES COUNTY DEPARTMENT OF SOLID WASTE

WASTE CHARACTERIZATION STUDY

Proposals Due 4:00 pm, March 5, 2020

REQUEST FOR PROPOSALS

The Deschutes County Department of Solid Waste is soliciting for proposals to perform a Waste Characterization Study to quantify the composition of the municipal solid waste stream generated and managed at Knott Landfill in Bend, Oregon.

In general, the services to be provided include:

- Development and preparation of Sampling Plan that provides a statistically valid sampling and analysis of Deschutes County's municipal solid waste stream managed at Knott Landfill.
- Performing waste sampling an analysis consistent with the Sampling Plan.

- Preparation of a report quantifying the Sampling Plan effort and results.

The Request for Proposal may be obtained or examined at the Deschutes County Department of Solid Waste offices at the address listed below or viewed at <https://www.deschutes.org/rfps>. Inquiries regarding this solicitation shall be directed to Timm Schimke, Director of Solid Waste at (541) 317-3177 or TimmS@deschutes.org.

IMPORTANT: Prospective proposers downloading/accessing website-posted specifications and other bid documents MUST complete and submit the Contact Information Form provided on the website, to receive follow-up documents (addenda, clarifications, etc). Failure to provide contact information will result in proposer disqualification.

Proposers must submit five proposal copies by 4:00 p.m. on Thursday, March 5, 2020 at the Deschutes County Solid Waste Department, 61050 S.E. 27th Street, Bend, Oregon 97702. Proposals should be addressed to Timm Schimke, Director of Solid Waste. Proposals may be submitted in person or by mail and must be received by the Solid Waste Department by the due date and time specified above. E-mail or facsimile proposals will not be accepted.

This is not a contract offer and with this solicitation, the proposer assumes any liability for the costs incurred in the preparation and transmittal of proposals in response to the solicitation.

Award of this project will be based on criteria as described in the Request for Proposals and includes, but is not limited to experience and qualifications in design and implementation of solid waste characterization studies.

Questions regarding this solicitation can be directed to:

Timm Schimke, Director of Solid Waste
Deschutes County Solid Waste Department
61050 SE 27th Street
Bend, Oregon 97701

Phone: (541) 317-3177

Fax: (541) 317-3959

Email: timms@deschutes.org

Published Feb. 12 & 14, 2020.

11851390

CONFEDERATED TRIBES OF THE WARM SPRINGS RESERVATION OF OREGON PROPANE DELIVERY

BIDS DUE 4:30 PM, MARCH 5, 2020

CALL FOR BIDS

BID# B9180-V01-4229

The Confederated Tribes of the Warm Springs Reservation will accept sealed bids for the supply and delivery of our annual Propane. Propane delivery sites are spread across numerous locations within a 40 mile radius of Warm Springs campus area. The estimated annual usage of propane is: 58,548 gal. for about 23 tanks.

Contract period will run through December 31, 2020 with the option of two additional years.

Project is subject to Indian Preference and all other federal, state and tribal regulations applicable.

Complete bid packets and requirements are available by contacting: Elizabeth A. Chase, Purchasing/ Contracting Manager, P.O. Box 1169/ 1233 Veterans St., Warm Springs, OR 97761 or calling (541) 553-3254 or e-mail libby.chase@wstribe.org.

Bid packets will only be made available until 1:00 PM, February 19, 2020 as propane rates will be based on February 20, 2020 rack price.

Bids must be submitted on the bid forms provided and in a sealed envelope by the specified time. Late bids will not be accepted.

Published Feb. 12 & 14, 2020.

11852445

TUALATIN VALLEY WATER DISTRICT

CONSTRUCTION MANAGER / GENERAL CONTRACTOR FARMINGTON ROAD BOOSTER PUMP STATION AND DISCHARGE MAIN PROJECT

PROPOSALS DUE March 4, 2020

BY 2:00 P.M.

REQUEST FOR PROPOSAL

Proposals for Construction Manager / General Contractor (CMGC) of the Farmington Road Booster Pump Station and Discharge Main for the Tualatin Valley Water District (Owner) will be accepted by Wendy Burns, Contracts Coordinator, Tualatin Valley Water District, at 1850 SW 170th Avenue, Beaverton, Oregon 97003, until March 4, 2020 at 2:00 P.M., Pacific Daylight Time. Any applications received after the specified time will not be considered.

The District is undertaking the Farmington Road Booster Pump Station and Discharge Main Project to provide reliable water supply to customers in the area. The pump station is located at 20865 SW Farmington Road in Beaverton. A new 18-inch diameter, ductile iron, 10,500-foot-long discharge main will be installed to connect the pump station to the Cooper Mountain Reservoir at the intersection of SW 190th and SW Kemmer Road in Beaverton, Oregon.

Farmington Road Booster Pump Station and Discharge Main needs to be installed in advance of the Willamette Water Supply Project being completed and to provide an alternative way to serve water to TVWD Customers in the Cooper Mountain area. This project generally includes the following:

- Pump and pump house, including water quality sampling, fluoride injection, flow control, site civil improvements
- 10,500 feet of discharge piping and suction piping
- SCADA and security system

The proposed schedule for selecting and contracting with a CMGC is provided below. Minor deviations may occur due to unforeseen circumstances.

Issue Request for Proposal: February 12, 2020

Proposer Notification of Intent to Attend Confidential Meeting: February 17, 2020

TVWD Notification Confidential Meeting Schedule: February 18, 2020

Pre-Proposal Confidential Meetings - Time TBD: February 24, 2020

Deadline for Questions: February 28, 2020

Issue Final Addenda: March 2, 2020

Proposal Submission Due Date: March 4, 2020

Interviews (if required): March 18, 2020

Design-Build Selection: March 23, 2020

Solicitation documents may be viewed at the Tualatin Valley Water District office, 1850 SW 170th Avenue, Beaverton, Oregon, 97003 between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays.

Proposal Documents may be obtained in either electronic or hard copy format by contacting:

Contractor Plan Center, Inc.
5468 SE International Drive
Milwaukie, OR 97222
Phone: (503) 650-0148
Fax: (503) 650-8273
E-mail: megan@contractorplancenter.com

www.contractorplancenter.com

Proposals are due March 4, 2020 at

2:00 p.m. and shall be publicly opened shortly thereafter with only the names of all proposers who provided a proposal being disclosed. Any proposals received after this date and time will not be accepted. Proposals may be delivered to Wendy Burns, Contracts Coordinator, Tualatin Valley Water District, 1850 SW 170th Ave., Beaverton, OR 97003. Proposers shall provide one (1) original and five (5) copies of their proposal.

The Tualatin Valley Water District reserves the right to cancel this solicitation, reject any and all proposals not in compliance with all prescribed public contracting procedures and requirements, including proposer responsibility under ORS 279C.375 (3) (b), and may reject for good cause any and all proposals upon the District's finding that it is in the District's or the public's best interest to do so. The District reserves the right to waive informalities and to negotiate a contract with the highest scored proposer.

The contractor will be responsible for the cost of obtaining the Solicitation documents, including any shipping charges. The contractor will also be responsible for signing a confidentiality agreement prior to obtaining the documents. Return of the documents is not required, and the amount paid for the documents is nonrefundable.

Dated at the Tualatin Valley Water District Offices, Beaverton, Oregon, this 12th day of February 2020.

For more information regarding this project, please contact Wendy Burns at wendy.burns@tvwd.org.

Published Feb. 12 & 14, 2020.

11853037

UNIVERSITY OF OREGON ZEBRAFISH INTERNATIONAL RESOURCE CENTER (ZIRC) NIH C06 EXPANSION

Qualifications Due 1:00 pm, March 3, 2020

REQUEST FOR QUALIFICATIONS

The University of Oregon, Design and Construction office, a department within Campus Planning and Facilities Management, is soliciting Proposals for CM/GC Services associated with the following:

Project Name: Zebrafish International Resource Center (ZIRC) NIH C06 Expansion

Project Description: The National Institute of Health (NIH) has award the University of Oregon a C06 construction grant for the modernization of the Zebrafish International Resource Center (ZIRC). The project will include equipment replacements, renovations to the existing space, and 3,000 - 5,000 square foot expansion. The building expansion will be the net increase of a new building addition and the demolition of a portion of the existing structure.

Project Budget: \$8.5million

Proposed GMP Range: \$4.5 - 6 million

Submission Date and Time: 1:00PM PST, Tuesday March 3, 2020

Site Visit: Mandatory Site Visit set for 1:00 PM February 18, 2020 - Design and Construction Conference Room, 1295 Franklin Blvd. (North of Franklin on Onyx Street; Second Floor, large silver warehouse)

RFP Posting Location: <http://pcs.uoregon.edu/content/business-opportunities>

For complete details and contact information, please refer to the "CM/GC RFP - Zebrafish International Resource Center (ZIRC) NIH C06 Expansion" RFP posted at the above link.

Published Feb. 10, 12 & 14, 2020.

11851724

Public Notices

ATTENTION LEGAL ADVERTISERS - CHECK YOUR ADS!!!

Notify the Legal Advertising Department of errors immediately.

We will not be responsible for errors after the FIRST publication of any advertisement.

To place or make corrections to a Legal Advertisement, please call 503-802-7205.

FAX: 503-222-5358 E-mail: mropp@djcoregon.com

Deadline: **9:30 A.M.** the business day prior to publication.

FIRST TIME PUBLISHED

LIEN SALE

CLAIM OF POSSESSORY LIEN NOTICE OF FORECLOSURE SALE

ORS CHAPTERS 87 & 98 & 819 & 483

Date: 1-2-2020

Registered Owner: Ernest Alexander Romero

53281 E Sylvan Dr

Sandy, OR 97055

Title Lien Holder: Onpoint Comm. C.U.

P.O. Box 3750

Portland, OR 97208-3750

Vehicle: 2011 Mercedes

License No.: 276LGC

Vehicle I.D.: WDDGF5EB1BR181523

Possession of the above referenced vehicle was made on 12-31-19 from SE TV Hwy & Brookwood the requesting authority was HPD

Authority is granted under ORS 819.140, 483.351 to 483.394, 819.160, 98.812, 87.172, 87.176 to 87.206, 87.152 and 87.166 to 87.212. This notice meets the requirements of SB372 passed in 2019.

Labor and Towing fees payable are \$653.25, plus \$34.75 per day storage fee, starting from tow date. You are hereby notified that we will foreclose on this vehicle at 10:00 am PST on 3-2-20, at 240 Wood St., Hillsboro, OR 97123. If

no action is taken at this time, the vehicle will be auctioned or disposed of at your expense. A remaining balance following either action is your responsibility and will be collected. One of the following actions is required to avoid collection and/or legal action, failure to communicate one of these options will result in pursuit of the balance by all means necessary:

1. Pay bill and pick up vehicle.
2. If vehicle is sold, provide proof of sale.
3. Once vehicle has been disposed, you pay balance owed.

If you need to make a payment arrangement contact our office at collections@protow.net or 503-646-2233 (ask for collections dept.). We can assist you in avoiding additional action. The sooner the situation is handled, the less it will cost.

Published Feb. 14 & 21, 2020.

11853573

PERSONAL PROP - STORAGE AUCTION

NOTICE OF PUBLIC AUCTION



4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

January 29, 2020

The Advocate
C/O Legal Notices (Kristi Bunch)
PO Box 588
Baton Rouge, LA 70821

Please print the following **LEGAL NOTICE** on **Thursday, February 6, 2020 and Thursday, February 13, 2020.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

- 200201 Trades, Labor and Materials JOC
- 200202 Grounds and Turf Maintenance Equipment, Parts and Repair Services
- 200203 Security Systems Products and Services
- 200204 Sports, Activity Equipment and Related Services
- 200205 Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC
- 200206 New Buses and other Transportation Vehicles
- 200207 Used Buses and other Transportation Vehicles
- 200208 Bus and other Transportation Vehicle Parts and Service
- 200209 Energy Savings Performance Contracts (2)

Proposals are due and will be opened on March 20, 2020, at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Electronic tear sheets are required for this ad.

Please email proofs, tear sheet copies, and invoice to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center
4845 US Hwy 271 North | Pittsburg, TX 75686
Ph: 866-839-8477 | Fax: 866-839-8472
www.tips-usa.com | kristie.collins@tips-usa.com

“Connecting Members and Vendors Together”

Joint ventures and partnerships must be in existence at the time of submittal. The identity of the proposed certified DBE(s) and their participation percentages shall be indicated. At least ten (10) days prior to award, the successful respondent shall provide the Airport's DBE Liaison Office

Solicitation ID: 200201

Solicitation Title: Trades, Labor and Materials JOC

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 91400-Construction Services, Trade (New Construction)
90900-Building Construction Services, New (Incl. Maintenance And Repair Services)
91200-Construction Services, General (Incl. Maintenance And Repair Services)

Internal Notes

Award

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_184992_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Solicitation ID: 200202

Solicitation Title: Grounds and Turf Maintenance Equipment, Parts and Repair Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 02000-Agricultural Equipment, Implements, And Accessories (See Class 022 For Parts)
02200-Agricultural Equipment And Implement Parts
51500-Lawn Maintenance Equipment And Accessories (See Class 020 For Agricultural Types)
81000-Spraying Equipment (Except Household, Nursery Plant, And Paint)
65000-Park, Playground, Recreational Area And Swimming Pool Equipment And Supplies

Internal Notes

Award

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_184993_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Solicitation ID: 200203

Solicitation Title: Security Systems Products and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 99000-Security, Fire, Safety, And Emergency Services (Including Disaster Document Recovery)

98138-Fire Protection Systems And Supplies Rental Or Lease

Internal Notes

Award

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_184997_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Solicitation ID: 200204

Solicitation Title: Sports, Activity Equipment and Related Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 80500-Sporting Goods, Athletic Equipment And Athletic Facility Equipment

20000-Clothing: Athletic, Casual, Dress, Uniform, Weather And Work Related

93111-Athletic And Sporting Goods Equipment And Accessories (Shoulder Pads, Etc.), Maintenance And Repair

98116-Athletic Equipment And Sporting Goods And Accessories Rental Or Lease

Internal Notes

Award

Published Details

Internal Notes

Record Attachments

#	Name	Description
		This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ)

Solicitation ID: 200205

Solicitation Title: Synthetic or Natural Sports Fields, Courts or Tracks 2 Part with JOC

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 51500-Lawn Maintenance Equipment And Accessories (See Class 020 For Agricultural Types)

79002-Athletic Field Compositions (Baseball Infields, Etc.)

80518-Athletic Field Groomers/Equipment, Artificial Turf

80547-Flooring, Temporary Portable (Athletic Facility)

91200-Construction Services, General (Incl. Maintenance And Repair Services)

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_185000_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Solicitation ID: 200206

Solicitation Title: New Buses and other Transportation Vehicles

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 55600-Mass Transportation - Transit Bus

07200-Trucks (Including, Diesel, Gasoline, Electric, Hybrid, And Alternative Fuel Units)

07100-Automobiles, School Buses, Suvs, And Vans (Including Diesel, Gasoline, Electric, Hybrid, And All Other Fuel Types)

97500-Rental Or Lease Services Of Agricultural, Aircraft, Airport, Automotive, Marine, And Heavy Equipment

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_185001_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Internal Notes

Award

Internal Notes

Award

Solicitation ID: 200207

Solicitation Title: Used Buses and other Transportation Vehicles

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 55600-Mass Transportation - Transit Bus

07200-Trucks (Including, Diesel, Gasoline, Electric, Hybrid, And Alternative Fuel Units)

07100-Automobiles, School Buses, Suvs, And Vans (Including Diesel, Gasoline, Electric, Hybrid, And All Other Fuel Types)

97500-Rental Or Lease Services Of Agricultural, Aircraft, Airport, Automotive, Marine, And Heavy Equipment

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_185003_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Solicitation Title: Bus and other Transportation Vehicle Parts and Service

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 92800-Equipment Maintenance And Repair Services For Automobiles, Trucks, Trailers, Transit Buses And Other Vehicles

55700-Mass Transportation - Transit Bus Accessories And Parts

05500-Automotive Accessories For Automobiles, Buses, Trailers, Trucks, Etc.

06000-Automotive And Trailer Equipment And Parts

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_185008_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Solicitation ID: 200209

Solicitation Title: Energy Savings Performance Contracts (2)

Internal Notes

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Award

Solicitation Posting Date: 2/6/2020

Response Due Date: 3/20/2020

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 91400-Construction Services, Trade (New Construction)

90900-Building Construction Services, New (Incl. Maintenance And Repair Services)

91200-Construction Services, General (Incl. Maintenance And Repair Services)

Published Details

Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_185006_TXSMART BUY LINK.docx	This is a prospective use, Indefinite Delivery, Indefinite Quantity (IDIQ) solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm