



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JUNE 22, 2023
7:00 PM

David B. Norris
Mayor

Susan Bickel
Vice Mayor

Darryl C. Aubrey
President Pro Tem

Mark Mullinix
Councilmember

Deborah Searcy
Councilmember

Chuck Huff
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

1. Recognition of Former Advisory Board / Committee Members

APPROVAL OF MINUTES

2. Receive for file minutes of the Regular Session held June 8, 2023

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.

3. **Palm Beach County Commission on Ethics Annual Overview - Gina A. Levesque, CFE**

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 4. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-09 – CODE AMENDMENT – C-MU US-1 MIXED USE DISTRICT** Consider a motion to adopt and enact on second reading Ordinance 2023-09 amending Article III, "District Regulations," of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-31, "C-MU US-1 Mixed Use District," to provide additional setbacks for the protection and preservation of the Village's Residential Single-Family Neighborhoods.
- 5. 1ST READING OF ORDINANCE 2023-10 – CODE AMENDMENT – ARTIFICIAL TURF/SYNTHETIC GRASS** Consider a motion to adopt on first reading Ordinance 2023-10 amending Article III, "District Regulations" of Appendix C (Chapter 45) of the Village Code of Ordinances by adopting a new Section 45-29, "Artificial Turf/Synthetic Grass;" providing for permitted locations; providing for material standards and specifications; providing regulations for installation, maintenance and repair.

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 –** Approving a Federally-Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management for the receipt of FEMA Grant Funds for costs and damages incurred during Hurricane Nicole; and authorizing the Village Manager to execute the Agreement on behalf of the Village.
- 7. RESOLUTION –** Approving the Sole Source purchase of a complete E-Key System from the Knox Company for use by the Fire Rescue Department at a total cost of \$49,686.49; and authorizing the Village Manager to execute the required agreement and take all steps necessary to effectuate the purchase.
- 8. RESOLUTION –** Approving a Blanket Purchase Order for various Village departments with Precision Landscape Company of Palm Beach County, Inc. in an amount not exceed \$150,000; for miscellaneous landscaping and grounds maintenance services.
- 9.** Receive for file Minutes of the Golf Advisory Board meeting held 5/8/23.
- 10.** Receive for file Minutes of the Recreation Advisory Board meeting held 5/9/23.

OTHER VILLAGE BUSINESS MATTERS

- 11. RESOLUTION – COMMUNITY CENTER SOD AND SOIL REPLACEMENT & NEW FIELD IRRIGATION CONTRACT** Consider a motion to adopt a resolution approving a proposal from Haverland AG Innovations, Inc. to replace sod, and soil damaged by the tornado and provide new field irrigation at the Community Center at a total cost of \$171,737.36; and authorizing execution of the Contract.
- 12. RESOLUTION – COMMUNITY CENTER NEW ATHLETIC FIELD AND BASKETBALL COURT LIGHTING CONTRACT** Consider a motion to adopt a resolution approving a Contract with Musco Sports Lighting, LLC for the purchase and installation of new athletic field and basketball court lighting at the Community Center to replace tornado damaged systems at a total cost of \$443,028, and authorizing execution of the Contract.
- 13. RESOLUTION – POLICE BOAT ENGINES PURCHASE** Consider a motion to adopt a resolution approving the purchase of two Mercury Outboard Engines for the Police Department's Marine2 Patrol Boat from Nick's Creative Marine, Inc. at a total cost of \$84,000; waiving the Village's purchasing policies; approving the surplus of the existing engines and authorizing their disposal.

- 14. RESOLUTION – POLICE VEHICLES PURCHASE** Consider a motion to adopt a resolution approving the purchase of four Chevrolet Tahoe Sport Utility Police Patrol Vehicles from Duval Chevrolet and equipped by Dana Safety Supply, Inc. at a total cost not to exceed \$263,796, and authorizes the Village Manager to take all actions necessary to effectuate the purchase.

COUNCIL AND ADMINISTRATION MATTERS

- 15. MOTION** - Designating a voting delegate for the Florida League of Cities Conference

MAYOR AND COUNCIL MATTERS/REPORTS

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 REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 8, 2023

Present:

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

Absent:

Mark Mullinix, Councilmember

ROLL CALL

Mayor Norris 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.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

The Minutes of the Special Session held May 17, 2023 were approved as written.

STATEMENTS FROM THE PUBLIC

Chris Ryder, 118 Dory Road S, expressed concern that there were several Planning Commission meeting minutes that had not been uploaded to the Village website. Mr. Ryder expressed concern that there had been instances where Council did not declare ex parte communications when it was necessary. Mr. Ryder continued where he left off from his overview of changes that were made to the Village code during the spring of 2020.

John Samadi, 512 Marlin Road, expressed his concerns with Village Manager Chuck Huff.

CONSENT AGENDA APPROVED

Councilmember Searcy moved to approve the Consent Agenda. President Pro Tem Aubrey seconded the motion, which passed with all present voting aye. The following items were approved:

CONSENT AGENDA APPROVED *continued*

Resolution approving a proposal from Advanced Recreational Concepts, LLC for the purchase of a new shade canopy for the Community Center and approving a proposal from Play Space Services, Inc. for the installation of new canopy at a total cost of \$6,494; and authorizing execution of the Contracts.

Resolution approving an Amendment to the Contract for Tree/Palm Trimming and Pruning Services with Precision Landscape Company of Palm Beach County, Inc. increasing the total and cumulative amount of the Contract for the remaining two years by \$50,000, at a total cost of \$100,000; and authorizing execution of the Amendment.

Receive for file revised Minutes of the Business Advisory Board meeting held 2/21/23.

Receive for file Minutes of the Library Advisory Board meeting held 3/28/23.

Receive for file Minutes of the Library Advisory Board meeting held 4/25/23.

Receive for file Minutes of the Audit Committee meeting held 5/24/23.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2023-08 CODE AMENDMENT – GOLF ADVISORY BOARD

A motion was made by Vice Mayor Bickel and seconded by President Pro Tem Aubrey to adopt and enact on second reading Ordinance 2023-08 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, “GOLF ADVISORY BOARD,” OF CHAPTER 9, “COUNTRY CLUB,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 9-17 TO REVISE THE COMPOSITION AND TERMS OF THE GOLF ADVISORY BOARD; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Head Golf Professional Allan Bowman explained the purpose of the changes to the Golf Advisory Board’s composition and terms.

Mayor Norris opened the public hearing.

There being no comments from the public, Mayor Norris closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2023-08 passed with all present voting aye.

ORDINANCE 2023-09 CODE AMENDMENT – C-MU US-1 MIXED USE DISTRICT

A motion was made by President Pro Tem Aubrey and seconded by Councilmember Searcy to adopt on first reading Ordinance 2023-09 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “DISTRICT REGULATIONS,” OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING

ORDINANCE 2023-09 CODE AMENDMENT – C-MU US-1 MIXED USE DISTRICT *continued*

SECTION 45-31, “C-MU US-1 MIXED USE DISTRICT,” TO PROVIDE ADDITIONAL SETBACKS FOR THE PROTECTION AND PRESERVATION OF THE VILLAGE’S RESIDENTIAL SINGLE-FAMILY NEIGHBORHOODS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Community Development Director Caryn Gardner-Young began a presentation on the C-MU Zoning Text Amendment. Mrs. Gardner-Young discussed and explained that staff was requesting to provide additional building setbacks for the C-MU Zoning District based upon building height to address unforeseen and unintended consequences of changes to state law. Mrs. Gardner-Young continued by discussing the proposed text language and explained that the maximum height in the C-MU was four (4) stories and that a waiver could be requested to allow five (5) stories on land north of Anchorage. Mrs. Gardner-Young gave an example of what the setbacks would be for buildings between three (3) and eight (8) stories. The proposed language was reviewed and determined to be consistent with the Village’s Comprehensive Plan. Staff was recommending approval of the proposed ordinance and the Planning Commission was also recommending approval but recommended that the Village Council consider a longer setback of seventy-five (75) feet.

Mr. Rubin discussed the proposal of a seventy-five (75) foot setback. Mr. Rubin explained that the setback could be made a little larger and that any change that Council wished to make to the setbacks could be made between first and second reading of the ordinance.

Chris Ryder, 118 Dory Road S, expressed his concerns and recommended amending codes for other zoning districts within the Village. Mr. Ryder expressed concern that he could not locate public notices, agendas or minutes for the Ad-Hoc Residential Code Revision Committee.

Discussion ensued between Mr. Rubin and Council regarding setbacks and zoning districts that could be amended.

Thereafter, the motion to adopt on first reading Ordinance 2023-09 passed with all present voting aye.

RESOLUTION 2023-44 – MILLING AND RESURFACING CONTRACT

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt Resolution 2023-44 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM RANGER CONSTRUCTION INDUSTRIES, INC. FOR MILLING AND RESURFACING OF SPECIFIED VILLAGE ROADWAYS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING ANNUAL MILLING AND RESURFACING CONTRACT WITH PALM BEACH COUNTY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Assistant Public Works Director Jamie Mount discussed and explained the purpose of the resolution. Mr. Mount explained that the contract for the milling and resurfacing would be a “piggyback” of the Palm Beach County’s Annual Milling & Resurfacing Contract, which was originally bid in 2021. This resulted in asphalt prices being significantly lower than current-day asphalt prices.

RESOLUTION 2023-44 – MILLING AND RESURFACING CONTRACT *continued*

Out of the three contractors awarded participation contracts in the PBC contract, only Ranger Construction Industries agreed to honor contract prices. Staff requested a proposal from Ranger Construction to provide the Village's milling and resurfacing services. Ranger was requesting mobilization costs in the amount of \$13,500 since the PBC contract did not address mobilization costs. Utilizing Ranger's services would result in a total cost savings of roughly \$70,000.

John Samadi, 512 Marlin Road, expressed his concerns with previous studies that were done regarding Village roads and the proposed contract for milling and resurfacing. Mr. Samadi gave his recommendations for the proposed project.

Discussion ensued between Mr. Mount and Councilmembers regarding the milling and resurfacing project.

Thereafter the motion to adopt Resolution 2023-44 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

President Pro Tem Aubrey stated that he and Director of Leisure Services Zak Sherman met with residents regarding Lakeside Park. There were concerns regarding parking, traffic and behavior in the park and the information was given to Mr. Huff. President Pro Tem Aubrey recommended that Council revisit and discuss the issues related to Lakeside Park.

Vice Mayor Bickel stated that she had received complaints from residents regarding aggressive solicitors within the Village. Vice Mayor Bickel asked what the Village policy was regarding solicitors.

Mr. Huff explained that it was the Code Compliance Department's responsibility to check if the solicitors have a permit. If a situation with a solicitor escalated, the Police Department may get involved. There is a permit that a solicitor must apply and qualify for in order to solicit door to door within the Village.

Councilmember Searcy asked Police Chief Jenkins what a resident should do if they were being solicited by an unpermitted and/or aggressive solicitor.

Chief Jenkins recommended that education material regarding solicitors be sent out via social media, the newsletter and the website. Chief Jenkins stated that if a resident at any time felt unsafe around a solicitor, that they should contact the Police Department.

Councilmember Searcy asked Village Clerk Jessica Green why the Planning Commission and Ad-Hoc Residential Code Revision Committee minutes were not on the Village's website.

Mrs. Green explained that the Planning Commission and Ad-Hoc Residential Code Revision Committee minutes were not on the website because they had not yet been transcribed by a staff member of the Community Development Department.

Mayor Norris asked Mrs. Green about the Public Notices for the Ad-Hoc Residential Code Revision Committee.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mrs. Green explained that the Public Notices for the notices for the Ad-Hoc Residential Code Revision Committee were posted on both the inside and outside bulletin boards located at Village Hall. The meetings were also scheduled on the Village's website calendar.

Councilmember Searcy stated that agenda backup for the 2021 Planning Commission meetings were missing from the website.

Mr. Huff and Mrs. Green stated that they would check with the Community Development Department to locate the missing Planning Commission agenda backup materials.

Vice Mayor Bickel and Councilmember Searcy asked Communications Director Ed Cunningham when the revised website was scheduled to launch.

Mr. Cunningham stated that Civic Plus was in the process of recreating the website and that it should be done within a few months. Mr. Cunningham stated that a date for the launch had not been given and that he would check back with Civic Plus to get a more definitive time frame.

Councilmember Searcy asked Director of Leisure Services Zak Sherman to give a status on the tornado damage recovery efforts at the Community Center.

Mr. Sherman gave an update on the tornado damage recovery efforts at the Community Center. Mr. Sherman stated that most of the quotes have been obtained, and he was awaiting the insurance company to assess the damages.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that he was collecting data for a parking analysis at Lakeside Park and would bring back the information for discussion at the next Council meeting.

Mr. Huff stated that he had conversations with Council regarding the time of Special Magistrate hearings. Mr. Huff was recommending moving the hearing time to an earlier time of the day since it would benefit the residents and businesses. Mr. Huff recommended moving the Special Magistrate hearing time to 8 a.m., 9 a.m. or 3 p.m.

Council came to consensus to move the Village's Special Magistrate hearing time from 5:30 p.m. to 9 a.m.

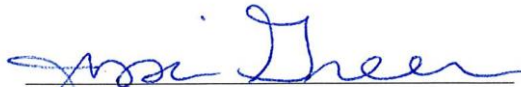
Mr. Huff read a letter he received from Leanne Barbato, 505 Marlin Road. In her letter, Ms. Barbato commended Jeff Gallasch, an employee of the Village's Solid Waste Department for his help, patience and kindness.

Mr. Huff stated that he received the Village employees' health and dental insurance renewal rate from Gehring Group and there was no increase for health insurance. Dental insurance would only increase by 3%. Mr. Huff stated that he would like to move forward with renewing the Village employees' health and dental insurance.

Council came to consensus to have staff move forward with renewing the employees' health and dental insurance with Gehring Group.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:49 p.m.



Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: June 22, 2023

SUBJECT: **ORDINANCE 2nd Reading** – Amendments to Article III “District Regulations” of Appendix C (Chapter 45) of the Village Code of Ordinance by amending Section 45-31 “C-MU US-1 Mixed Use District” to provide additional building setbacks

Background:

Through the adoption of Resolution No. 2016-73, the Village Council formally adopted the Citizens’ Master Plan Report prepared by the Treasure Coast Regional Planning Council (“Master Plan”), including the recommendations contained therein, as setting forth the guiding principles for future development within the Village. One of the Master Plan’s key recommendations was to develop a form-based code for the Village’s commercial corridors, and the Village retained the firm of Dover, Kohl & Partners, and its consultant, Spikowski Planning Associates, to develop the form-based code for the Village’s commercial zoning districts.

Through the adoption of Ordinance No. 2020-06 on September 24, 2020, the Village Council adopted form-based regulations for the C-MU US-1 Mixed Use District (“C-MU District”) to encourage the redevelopment of the U.S. Highway One corridor into a vibrant mixed-use place for businesses, visitors and residents. The C-MU District encompasses the “heart” of the Village, from the C-17 Canal to the south and Yacht Club Drive to the north, and is immediately adjacent to residential single-family neighborhoods buffered only by public service alleys.

The form-based regulations for the C-MU District do not utilize traditional building setbacks; rather, building placement is governed by build-to zones, with zero-foot setbacks adjacent to the public service alleyways, subject to the dedication of an additional transportation and utility easement. In recognition of the proximity to residential single-family neighborhoods and to protect the peace, tranquility and integrity of these neighborhoods, the C-MU District limits height to four stories, with a limited ability to seek a waiver for a fifth story north of Anchorage Drive North, with additional regulations limiting height as follows: within 25 feet of the rear property line, no portion of a building may exceed 2 stories; and within 50 feet of the rear property line, no portion of a building may exceed 3 stories.

Revisions to Section 166.04151, Florida Statutes, adopted during the 2023 legislative session, preempt municipal regulation of height as it relates to certain affordable housing projects in commercial and mixed districts, and could potentially allow heights of up to twenty-two (22) stories throughout the northern half of the C-MU District. As additional protection for the Village’s residential single-family neighborhoods that immediately abut the C-MU District, the Village Council wishes to enact setback regulations for the C-MU District based on its immediate proximity to residential single-family zoning. These regulations are not intended to be more burdensome or restrictive than the existing regulations; rather, they are intended

to address unforeseen and unintended consequences of recent revisions to state law and provide the necessary privacy and protection for existing single-family dwellings immediately adjacent to the C-MU District.

The Ordinance was heard on first reading at the June 8, 2023 Village Council meeting and on a motion by Councilmember Aubrey, seconded by Councilmember Searcy, the Ordinance was approved on first reading by a vote of 4 to 0. In order to address a comment raised by Council regarding identification of the rear property line, Staff revised the Ordinance to indicate that the added setback regulations shall apply wherever the height limitations (for the first 25 and 50 feet) are depicted on the regulating plan for the C-MU District. These new regulations, like the original height restrictions depicted on the plan, are intended to protect the privacy and integrity of the adjacent single-family neighborhoods.

Proposed Text Amendments

Site and bulk standards.

1. *Setbacks.* Minimum setbacks between buildings and side, rear and Local Street front lot lines are illustrated on Figure 5 and established as follows:
 - i) *Side setbacks* ("A") are zero (0) feet.
 - ii) *Rear setbacks* ("B") are zero (0) feet (measured from the new easement for lots located along alleys). If the village is legally required, through the application of state law or otherwise, to approve buildings in excess of the maximum permitted height within C-MU district, all buildings or portions thereof of six (6) stories or more shall be set back at least seventy-five (75) feet from the new easement for lots located along alleys or from the rear property line, as applicable. An additional ten (10) foot setback shall be required for each story or portion thereof above six (6) stories. These setbacks shall apply wherever height limitations are depicted on the regulating plan (figures 1 through 4).
 - iii) *Local Street front setbacks* ("C") are fifteen (15) feet.

* * *

Legal Review

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

Fiscal Impacts

N/A

Recommendation:

Village Staff recommends Village Council consideration and adoption on second reading of the attached Ordinance to amend Section 45-31 of the Village Code of Ordinance to provide for additional building setbacks requirements in the Commercial US 1 Mixed Use Zoning District (C-MU).



COMMUNITY DEVELOPMENT DEPARTMENT REPORT AND RECOMMENDATION

Subject/Agenda Item:

Ordinance 2023-09 C-MU District Zoning Text Amendment

Consideration of Approval: A request from Village Staff to provide additional building setbacks for the C-MU Zoning District based upon building height to address unforeseen and unintended consequences of changes to state law.

☒ Recommendation to APPROVE

☐ Recommendation to DENY

☐ Quasi-Judicial

☐ Legislative

☒ Public Hearing

Originating Department:

Planning & Zoning

Project Manager

Caryn Gardner-Young, AICP

Reviewed By:

Community Development Director

Caryn Gardner-Young, AICP

Approved By:

Village Manager

Chuck Huff

Public Notice:

☒ Required

☐ Not Required

Dates: June 12, 2023

Paper: Sun Sentinel

Mailing

☐ Required

☒ Not Required

Notice Distance:

Attachments:

- C-MU Ordinance

Village Council Action:

☒ Approval

☐ Approve with conditions

☐ Denial

☐ Continued to: _____

I. Executive Summary

Village Staff is proposing changes to Article III “District Regulations” of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-31, “C-MU US-1 Mixed Use District” to provide additional building setbacks to address unforeseen and unintended consequences of changes to state law.

II. Proposed Code Provision Modifications:

E. Site and bulk standards.

1. *Setbacks.* Minimum setbacks between buildings and side, rear and Local Street front lot lines are illustrated on Figure 5 and established as follows:
 - i) *Side setbacks* (“A”) are zero (0) feet.
 - ii) *Rear setbacks* (“B”) are zero (0) feet (measured from the new easement for lots located along alleys). If the village is legally required, through the application of state law or otherwise, to approve buildings in excess of the maximum permitted height within C-MU district, all buildings or portions thereof of six (6) stories or more shall be set back at least seventy-five (75) feet from the new easement for lots located along alleys or from the rear property line, as applicable. An additional ten (10) foot setback shall be required for each story or portion thereof above six (6) stories.
 - iii) *Local Street front setbacks* (“C”) are fifteen (15) feet.

* * *

III. Staff Analysis:

Background:

Through the adoption of Resolution No. 2016-73, the Village Council formally adopted the Citizens’ Master Plan Report prepared by the Treasure Coast Regional Planning Council (“Master Plan”), including the recommendations contained therein, as setting forth the guiding principles for future development within the Village. One of the Master Plan’s key recommendations was to develop a form-based code for the Village’s commercial corridors, and the Village retained the firm of Dover, Kohl & Partners, and its consultant, Spikowski Planning Associates, to develop the form-based code for the Village’s commercial zoning districts.

Through the adoption of Ordinance No. 2020-06 on September 24, 2020, the Village Council adopted form-based regulations for the C-MU US-1 Mixed Use District (“C-MU District”) to

encourage the redevelopment of the U.S. Highway One corridor into a vibrant mixed-use place for businesses, visitors and residents. The C-MU District encompasses the “heart” of the Village, from the C-17 Canal to the south and Yacht Club Drive to the north, and is immediately adjacent to residential single-family neighborhoods buffered only by public service alleys.

The form-based regulations for the C-MU District do not utilize traditional building setbacks; rather, building placement is governed by build-to zones, with zero-foot setbacks adjacent to the public service alleyways, subject to the dedication of an additional transportation and utility easement. In recognition of the proximity to residential single-family neighborhoods and to protect the peace, tranquility and integrity of these neighborhoods, the C-MU District limits height to four stories, with a limited ability to seek a waiver for a fifth story north of Anchorage Drive North, with additional regulations limiting height as follows: within 25 feet of the rear property line, no portion of a building may exceed 2 stories; and within 50 feet of the rear property line, no portion of a building may exceed 3 stories.

Revisions to Section 166.04151, Florida Statutes, adopted during the 2023 legislative session, preempt municipal regulation of height as it relates to certain affordable housing projects in commercial and mixed districts, and could potentially allow heights of up to twenty-two (22) stories throughout the northern half of the C-MU District. As additional protection for the Village’s residential single-family neighborhoods that immediately abut the C-MU District, the Village Council wishes to enact setback regulations for the C-MU District based on its immediate proximity to residential single-family zoning. These regulations are not intended to be more burdensome or restrictive than the existing regulations; rather, they are intended to address unforeseen and unintended consequences of recent revisions to state law and provide the necessary privacy and protection for existing single-family dwellings immediately adjacent to the C-MU District

Analysis:

Consistency with the Comprehensive Plan

Future Land Use Element

Section 3.1 Goal Statement

Ensure that the current character of North Palm Beach is maintained, while allowing remaining vacant parcels to be developed and redeveloped in a manner consistent with present residential neighborhoods and commercial areas.

Housing Element

Section 5.2 Goal Statement

Ensure the provision of safe decent and sanitary housing and living conditions in designated residential neighborhoods consistent with (1) density levels indicated on the FUTURE LAND USE Maps Series; and the current residential character of the Village and individual Planning Areas.

Both Goal Statements in the Housing and Future Land Use Elements make it clear that the current character of the Village’s existing neighborhoods and commercial areas must be maintained. To allow a 22 story building immediately adjacent to a single family residential district would **not** be maintaining the current character of North Palm Beach. Thus, the proposed amendments are to lessen the impacts of high story buildings on privacy, sunlight and views by requiring additional building setbacks from the single-family residences.

The Village Council wishes to enact setback regulations for the C-MU District based on its immediate proximity to residential single-family zoning which regulations are not intended to be more burdensome or restrictive than the existing regulations; rather, they are intended to address unforeseen and unintended consequences of recent revisions to state law and provide the necessary privacy and protection for existing single-family dwellings immediately adjacent to the C-MU District.

IV. Staff Recommendation:

Adoption of Ordinance 2023- 09

PLANNING COMMISSION ACTION– June 6, 2023

The Ordinance was heard at the June 6, 2023 Planning Commission meeting and on a motion by Vice Chair Cross, seconded by Board Member Hogarth, the Ordinance was recommended for approval to the Village Council by a vote of 4 to 0 with a request for the Village Council to consider a longer rear setback than 75’.

VILLAGE COUNCIL ACTION– June 8, 2023

The Ordinance was heard on first reading at the June 8, 2023 Village Council meeting and on a motion by President Pro Tem Aubrey, seconded by Councilmember Searcy, the Ordinance was approved on first reading by a vote of 4 to 0.

VILLAGE COUNCIL ACTION– June 22, 2023

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-31, "C-MU US-1 MIXED USE DISTRICT," TO PROVIDE ADDITIONAL SETBACKS FOR THE PROTECTION AND PRESERVATION OF THE VILLAGE'S RESIDENTIAL SINGLE-FAMILY NEIGHBORHOODS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, through the adoption of Resolution No. 2016-73, the Village Council formally adopted the Citizens' Master Plan Report prepared by the Treasure Coast Regional Planning Council ("Master Plan"), including the recommendations contained therein, as setting forth the guiding principles for future development within the Village; and

WHEREAS, one of the Master Plan's key recommendations was to develop a form-based code for the Village's commercial corridors, and the Village retained the firm of Dover, Kohl & Partners, and its consultant, Spikowski Planning Associates, to develop the form-based code for the Village's commercial zoning districts; and

WHEREAS, through the adoption of Ordinance No. 2020-06 on September 24, 2020, the Village Council adopted form-based regulations for the C-MU US-1 Mixed Use District ("C-MU District") to encourage the redevelopment of the U.S. Highway One corridor into a vibrant mixed-use place for businesses, visitors and residents; and

WHEREAS, the C-MU District encompasses the "heart" of the Village, from the C-17 Canal to the south and Yacht Club Drive to the north, and is immediately adjacent to residential single-family neighborhoods buffered only by a public service alley; and

WHEREAS, the form-based regulations for the C-MU District do not utilize traditional building setbacks; rather, building placement is governed by build-to zones, with zero-foot setbacks adjacent to the public service alleyways, subject to the dedication of an additional transportation and utility easement; and

WHEREAS, in recognition of the proximity to residential single-family neighborhoods and to protect the peace, tranquility and integrity of these neighborhoods, the C-MU District limits height to four stories, with a limited ability to seek a waiver for a fifth story north of Anchorage Drive North, with additional regulations limiting height as follows: within 25 feet of the rear property line, no portion of a building may exceed 2 stories; and within 50 feet of the rear property line, no portion of a building may exceed 3 stories; and

WHEREAS, revisions to Section 166.04151, Florida Statutes, adopted during the 2023 legislative session, preempt municipal regulation of height as it relates to certain affordable housing projects in commercial and mixed districts, and could potentially allow heights of up to twenty-two (22) stories throughout the northern half of the C-MU District; and

1 WHEREAS, as additional protection for the Village's residential single-family neighborhoods that
2 immediately abut the C-MU District, the Village Council wishes to enact setback regulations for the
3 C-MU District based on its immediate proximity to residential single-family zoning and the lack of
4 traditional setbacks in the form-based Code; and

5
6 WHEREAS, these regulations are not intended to be more burdensome or restrictive than the existing
7 regulations; rather, they are intended to address unforeseen and unintended consequences of recent
8 revisions to state law and provide the necessary privacy and protection for existing single-family
9 dwellings immediately adjacent to the C-MU District; and

10
11 WHEREAS, the proposed regulations are both consistent with and required by the Village's
12 Comprehensive Plan; and

13
14 WHEREAS, the Planning Commission, sitting as the Local Planning Agency, conducted a public
15 hearing to review this Ordinance and provide a recommendation to the Village Council; and

16
17 WHEREAS, having considered the recommendation of the Planning Commission and conducted all
18 required advertised public hearings, the Village Council determines that the adoption of this
19 Ordinance is in the interests of the health, safety, and welfare of the residents of the Village of North
20 Palm Beach.

21
22 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
23 NORTH PALM BEACH, FLORIDA as follows:

24
25 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

26
27 Section 2. The Village Council hereby amends Article III, "District Regulations," of Appendix
28 C (Chapter 45) of the Village Code of Ordinances by amending Section 45-31 to read as follows
29 (additional language underlined and deleted language ~~stricken through~~):

30
31 **Sec. 45-31. C-MU mixed use district.**

32
33 A. *General description.* This mixed-use district will encourage the
34 redevelopment of the US Highway 1 corridor into a vibrant mixed-use place for
35 businesses, visitors, and residents of North Palm Beach. A Citizens Master Plan,
36 adopted in 2016, envisioned the US Highway 1 corridor evolving into a better working
37 and living environment with walkable and bikeable streets, compact mixed-use
38 buildings, and convenient access to many forms of transportation. The C-MU zoning
39 district is a form-based code that uses clear and predictable standards to guide
40 redevelopment into this pattern.

41
42 * * *

43
44 E. *Site and bulk standards.*

- 45
46 1. *Setbacks.* Minimum setbacks between buildings and side, rear and
47 Local Street front lot lines are illustrated on Figure 5 and established as
48 follows:

- i) *Side setbacks* (“A”) are zero (0) feet.
- ii) *Rear setbacks* (“B”) are zero (0) feet (measured from the new easement for lots located along alleys). If the village is legally required, through the application of state law or otherwise, to approve buildings in excess of the maximum permitted height within C-MU district, all buildings or portions thereof of six (6) stories or more shall be set back at least seventy-five (75) feet from the new easement for lots located along alleys or from the rear property line, as applicable. An additional ten (10) foot setback shall be required for each story or portion thereof above six (6) stories. These setbacks shall apply wherever height limitations are depicted on the regulating plan (figures 1 through 4).
- iii) *Local Street front setbacks* (“C”) are fifteen (15) feet.

* * *

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

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

Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

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

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

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

3

4

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: June 22, 2023

SUBJECT: **ORDINANCE 1st Reading** – Amendments to Article III, “District Regulations” of Appendix C (Chapter 45) of the Village Code of Ordinances by adopting a new section Section 45-29 “Artificial Turf/Synthetic Grass, which will provide for permitted locations, material standards and specifications as well as regulations for installation, maintenance and repair.

Background:

Many homeowners are turning to artificial turf as a means of replacing all or part of their existing lawns with a similar green surface that does not require irrigation or growth management. The Village has received code enforcement complaints regarding the installation of artificial turf without a permit. Other residents have inquired about the approval process to install artificial turf. Right now, because the Code is silent, Staff has been hesitant in permitting artificial turf. The Ad Hoc Committee and Planning Commission were directed by the Village Council to consider Artificial Turf regulations. Further, the Village has received a request from a resident to consider adoption of Artificial Turf regulations. The proposed Ordinance takes into consideration the opinions and recommendations from these Village bodies as well as the North Palm Beach residents.

This analysis will probe the pros and cons of artificial turf and provide common artificial turf issues and how these issues are addressed by the proposed Ordinance. Additionally, by examining how other Florida municipalities regulate artificial turf within their Codes, the Village can gain insight toward evaluating the permitting criteria of this product.

ARTIFICIAL TURF ADVANTAGES/DISADVANTAGES AND ISSUES

Both live plant and artificial turf presents advantages and disadvantages. The following is a summary of these considerations for artificial turf.

Artificial Turf	
Advantages	Disadvantages
Requires relatively low maintenance	Eventually deteriorates due to wear and tear; requires upkeep
Requires considerably less water use than natural grass	The manufacture and composition of synthetic turf together with reduction in living plant material, could increase the community’s carbon footprint

Higher grade quality products have better aesthetics and look more like real grass	May trap heat, creating “heat islands”
One-time installation cost	Cost for installation may be more than a grass lawn
People are less allergic to artificial turf than grass lawns	Some claim that the look of artificial turf is not the same as live landscaping. Thus, it does not maintain the natural look of the Village.
Fertilizers, insecticides and weed killers are not used	Artificial turf generally impedes the natural breakdown of pathogens so periodic disinfection may be required with corollary environmental issues.

Artificial Turf Issues	
Issue	Comments
Toxicity: Some artificial turf includes silicon and rubber recycled from used tires. These may contain heavy metals that can leach into ground water, where the Village obtains much of its water supply. Lead content has been an issue with some manufactures	The proposed Ordinance is requiring materials to be limited to organic materials and sand with non-toxic coating, must be lead free and all materials must be disposable under normal conditions at any U.S. landfill station.
Drainage/runoff: Generally less permeable than natural lawns, artificial turf provides less opportunity for rainwater to recharge the local aquifer and places a corollary increase in load on the Village’s storm drain system.	The proposed Ordinance requires proper drainage to prevent excess runoff or pooling of water and requires a minimum permeability of 30 inches per hour.
Maintenance: Although properly installed artificial turf requires relatively low maintenance, it eventually deteriorates from exposure to the elements and wear.	The proposed Ordinance requires the turf to be maintained and requires replacement if it falls into disrepair.
Materials: Not all manufacturers use the same or high-end artificial turf materials	The proposed Ordinance requires a 15-year manufacturer’s warranty.
Impacts: Artificial turf could impact structures or live materials in its proximity.	The propose Ordinance requires a barrier around live plantings and it cannot be attached directly to or placed on a seawall or seawall cap.

COMPARISON OF LOCAL ARTIFICIAL TURF ORDINANCES

Upon reviewing Artificial Turf ordinances from other Florida municipalities, the following topics are key factors to consider: defining turf as pervious or impervious, outlining the design and material criteria for landscaping, citing standards for installing the product, setting requirements for maintaining turf in good condition, and determining the permitting process for artificial turf. Among eight different Florida municipalities and their artificial turf ordinances, some have established similar methods of regulating the landscaping product. The majority have identified synthetic turf as impervious to distinguish between living and non-living material.

As for the design and material standards for artificial turf, ordinances may require a minimum number of years under a no fade warranty, the product must also be lead-free, flame retardant, possess pile infill, and a certain pile height. Some of these ordinances specifically reference the artificial material must be

manufactured from polyethylene monofilament with pile fibers height ranging from a minimum height of 1.5 inches to a maximum height of 2.5 inches. The infill medium may also be specified. Needless to say, the artificial turf needs to be green to maintain a natural appearance. Following standards for the material and design of the product, the installation and maintenance practices are vital for preserving the desired natural aesthetic.

The installation aspects for artificial turf may refer to designated areas for artificial turf, and the methods used to ensure the material is securely anchored at all edges and seems. Meanwhile, only some Florida municipalities require the installation be completed by a licensed professional, or at a minimum must be installed according to the manufacturer's specifications. Additional requirements for installation entail installation outside the drip line of any tree, the separation of living and nonliving landscape, and site drainage must be provided underneath the artificial turf. Given that the Village is home to three miles of shore, the turf ordinance should be mindful of distancing artificial turf installations from bodies of water and natural features (such as wetlands, lakes, ponds, canals, swales, etc.). Once the product is installed, the property owner needs to maintain the artificial turf in good, clean condition and cannot have holes, tears, discoloration, seam separations, or excessive wear. If the turf must be replaced, then it should be with like material to blend in with the existing turf. Routine maintenance must be free of weeds, debris, odors, impressions, and flat or matted areas. Code Enforcement can review and enforce the maintenance of the artificial turf as needed, and in necessary cases the Village may get involved with the removal of turf if Code Enforcement violations are not resolved.

Proposed Text Amendments

Sec. 45-29. Artificial turf/synthetic grass.

(a) Locations permitted.

(1) Artificial turf (also referred to as synthetic grass) shall only be permitted on lots improved with a single-family or two-family dwelling.

(2) Artificial turf is limited to rear and side yards.

(3) Artificial turf shall not be permitted in the front yard or in any area visible from a public right-of-way (even if in the rear or side yard), unless it is placed in between paver blocks or similar materials in a manner where the area for the artificial turf does not exceed four (4) inches in width and it does not exceed fifty (50) percent of the total area using the paver blocks or similar materials. Screening, as approved by the community development department, may be used in order to comply with visibility requirement.

(4) No artificial turf shall be placed in any public right-of-way.

(b) Minimum material standards. All artificial turf shall comply with the following minimum standards:

(1) Artificial turf shall consist of green lifelike individual blades of grass that emulate natural turf in look and color, as approved by the Village building official, and shall have a minimum pile height of one and one-half (1-1/2) inches, unless otherwise approved by the Village building official, and shall have a minimum tufted weight of fifty-six (56) ounces per square yard.

Putting greens shall be permitted with a minimum pile height of one-quarter (1/4) inch; however, putting greens shall be located in the rear yard only, shall not count toward the minimum landscaped area as set forth in subsection (e) below and shall require submission of a drainage plan along with the building permit application.

- (2) Artificial turf installations shall have a minimum permeability of thirty (30) inches per hour per square yard.
- (3) All artificial turf shall have a minimum fifteen (15) year manufacturer's warranty that protects against color fading and a decrease in pile height.
- (4) Artificial turf shall be lead-free.
- (5) All materials must include test documentation which declares that the artificial turf yarn and backing materials are disposable under normal conditions, at any U.S. landfill station (Total Content Leach Protocol (TCLP) test).
- (6) The use of indoor or outdoor plastic or nylon carpeting as a replacement for artificial turf or natural turf shall be prohibited.
- (7) Infill materials for artificial turf are limited to organic materials and sand with a non-toxic coating.
- (c) *Installation, maintenance and repair.*
 - (1) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications.
 - (2) All artificial turf installations shall be anchored to ensure that the turf withstands the effects of wind.
 - (3) All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.
 - (4) If artificial turf is planned to be installed immediately adjacent to a seawall, the artificial turf shall be pinned or staked behind the seawall. No artificial turf or installation mechanism shall be attached directly to or placed on a seawall or seawall cap.
 - (5) Proper drainage shall be provided for all artificial turf installations to prevent excess runoff or the pooling of water.
 - (6) Artificial turf shall be visually level, with the grain pointing in a single direction.
 - (7) An appropriate barrier device (e.g., concrete mow strip, bender board, brick pavers, river rock, landscaping) is required to separate artificial turf from soil and live vegetation.

- (8) Precautions for installation around existing trees shall be monitored and may be restricted to ensure tree roots are not damaged with the installation of the base material and that the overall health of the tree will not be compromised.
 - (9) All artificial turf shall be maintained in a green, fadeless condition free of dirt, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to cleaning, brushing and debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and evasive roots; and all edges of the artificial turf shall not be loose and must be maintained with appropriate edging or stakes.
 - (10) All artificial turf must be replaced if it falls into disrepair with fading or holes or loose areas. Replacement and/or repairs shall be performed with like for like materials from the same manufacturer, if possible, and done so in a manner that results in a repair that blends in with the existing artificial turf.
 - (11) An owner or applicant shall obtain a building permit from the community development department prior to the installation of any artificial turf.
 - (12) The village or other public entity or utility company may remove artificial turf located within an easement at any time for any reason, including, but not limited to, providing underground access for utility work. The property owner shall bear and pay any and all costs to replace or reinstall the artificial turf.
- (d) Existing artificial turf. For those properties where artificial turf is currently installed and the artificial turf does not meet the requirements of this section, full compliance shall be required when the existing artificial turf is replaced.
- (e) Pervious area. Artificial turf installed in compliance with the requirements of this section shall be considered as one hundred percent (100%) pervious area and shall count toward the required minimum landscaped area.

Legal Review

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

Fiscal Impacts

N/A

Recommendation:

Village Staff recommends Village Council consideration and approval on first reading of the attached Ordinance to add Section 45-29 to the Village Code of Ordinance to provide for permitted locations, material standards and specifications as well as regulations for installation, maintenance and repair of Artificial/Synthetic Turf.

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(1) Artificial turf (also referred to as synthetic grass) shall only be permitted on lots improved with a single-family or two-family dwelling.

1 (2) Artificial turf is limited to rear and side yards.

2
3 (3) Artificial turf shall not be permitted in the front yard or in any area
4 visible from a public right-of-way (even if in the rear or side yard),
5 unless it is placed in between paver blocks or similar materials in a
6 manner where the area for the artificial turf does not exceed four (4)
7 inches in width and it does not exceed fifty (50) percent of the total area
8 using the paver blocks or similar materials. Screening, as approved by
9 the community development department, may be used in order to
10 comply with visibility requirement.

11
12 (4) No artificial turf shall be placed in any public right-of-way.

13
14 (b) Minimum material standards. All artificial turf shall comply with the
15 following minimum standards:

16
17 (1) Artificial turf shall consist of green lifelike individual blades of grass
18 that emulate natural turf in look and color, as approved by the Village
19 building official, and shall have a minimum pile height of one and one-
20 half (1-1/2) inches, unless otherwise approved by the Village building
21 official, and shall have a minimum tufted weight of fifty-six (56)
22 ounces per square yard. Putting greens shall be permitted with a
23 minimum pile height of one-quarter (1/4) inch; however, putting greens
24 shall be located in the rear yard only, shall not count toward the
25 minimum landscaped area as set forth in subsection (e) below and shall
26 require submission of a drainage plan along with the building permit
27 application.

28
29 (2) Artificial turf installations shall have a minimum permeability of thirty
30 (30) inches per hour per square yard.

31
32 (3) All artificial turf shall have a minimum fifteen (15) year manufacturer's
33 warranty that protects against color fading and a decrease in pile height.

34
35 (4) Artificial turf shall be lead-free.

36
37 (5) All materials must include test documentation which declares that the
38 artificial turf yarn and backing materials are disposable under normal
39 conditions, at any U.S. landfill station (Total Content Leach Protocol
40 (TCLP) test).

41
42 (6) The use of indoor or outdoor plastic or nylon carpeting as a replacement
43 for artificial turf or natural turf shall be prohibited.

44
45 (7) Infill materials for artificial turf are limited to organic materials and
46 sand with a non-toxic coating.

47
48 (c) Installation, maintenance and repair.

- (1) All artificial turf shall, at a minimum, be installed according to the manufacturer's specifications.
- (2) All artificial turf installations shall be anchored to ensure that the turf withstands the effects of wind.
- (3) All seams shall be nailed and glued, not sewn, and edges shall be trimmed to fit against all regular and irregular edges to resemble a natural look.
- (4) If artificial turf is planned to be installed immediately adjacent to a seawall, the artificial turf shall be pinned or staked behind the seawall. No artificial turf or installation mechanism shall be attached directly to or placed on a seawall or seawall cap.
- (5) Proper drainage shall be provided for all artificial turf installations to prevent excess runoff or the pooling of water.
- (6) Artificial turf shall be visually level, with the grain pointing in a single direction.
- (7) An appropriate barrier device (e.g., concrete mow strip, bender board, brick pavers, river rock, landscaping) is required to separate artificial turf from soil and live vegetation.
- (8) Precautions for installation around existing trees shall be monitored and may be restricted to ensure tree roots are not damaged with the installation of the base material and that the overall health of the tree will not be compromised.
- (9) All artificial turf shall be maintained in a green, fadeless condition free of dirt, mud, stains, weeds, debris, tears, holes, and impressions. Maintenance shall include, but not be limited to cleaning, brushing and debris removal; repairing of depressions and ruts to maintain a visually-level surface; elimination of any odors, flat or matted areas, weeds, and evasive roots; and all edges of the artificial turf shall not be loose and must be maintained with appropriate edging or stakes.
- (10) All artificial turf must be replaced if it falls into disrepair with fading or holes or loose areas. Replacement and/or repairs shall be performed with like for like materials from the same manufacturer, if possible, and done so in a manner that results in a repair that blends in with the existing artificial turf.
- (11) An owner or applicant shall obtain a building permit from the community development department prior to the installation of any artificial turf.

(12) The village or other public entity or utility company may remove artificial turf located within an easement at any time for any reason, including, but not limited to, providing underground access for utility work. The property owner shall bear and pay any and all costs to replace or reinstall the artificial turf.

(d) Existing artificial turf. For those properties where artificial turf is currently installed and the artificial turf does not meet the requirements of this section, full compliance shall be required when the existing artificial turf is replaced.

(e) Pervious area. Artificial turf installed in compliance with the requirements of this section shall be considered as one hundred percent (100%) pervious area and shall count toward the required minimum landscaped area.

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

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

Section 5. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall become effective immediately upon adoption.

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

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

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: Samia Janjua, Director of Finance

DATE: June 22, 2023

SUBJECT: **RESOLUTION – Approval of Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management for receipt of FEMA Grant Funds for costs and damages incurred during Hurricane Nicole**

In order to receive federal disaster grant funds from the Federal Emergency Management Agency (“FEMA”) for costs and damages incurred by the Village as a result of Hurricane Nicole, the Village is required to execute a Federally-Funded Subaward and Grant Agreement (“Agreement”) with the Florida Division of Emergency Management (“FDEM”). FDEM acts as a pass-through entity for the Village’s receipt of such funds.

The Agreement requires the Village to certify that it has the legal authority to receive the funds and that the Village’s governing body has authorized the execution and acceptance of the Agreement. It further requires the Village to certify that the person executing the Agreement has the authority to legally execute and bind the Village to the terms of the Agreement.

The attached Resolution accepts the terms of the Agreement. Furthermore, in the interest of expediency, the Resolution also delegates to the Village Manager the authority to execute this Agreement and all future amendments to this Agreement. All future reimbursements for receipt of disaster grant funds related to Hurricane Nicole will be reflected in amendments to this Agreement.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management for receipt of FEMA grant funds relating to Hurricane Nicole and delegating authority to the Village Manager to execute this Agreement as well as any future amendments to this Agreement 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 FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE RECEIPT OF FEMA GRANT FUNDS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has applied for Federal Emergency Management Agency (FEMA) grant funds for costs and damages incurred during Hurricane Nicole; and

WHEREAS, in order to receive such funds, the Village is required to execute a Federally-Funded Subaward and Grant Agreement (“Agreement”) with the State of Florida Division of Emergency Management, as the pass-through entity for the receipt of grant funds; and

WHEREAS, any award of grant funds associated with Hurricane Nicole will be processed through an amendment to the Agreement; 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 hereby ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Federally-Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management, a copy of which is attached hereto and incorporated herein, and delegates to the Village Manager the authority to execute the Agreement on behalf of the Village, as well as any future amendments to the Agreement relating to reimbursements for costs and damages incurred during Hurricane Nicole.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4680 - Hurricane Nicole

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: North Palm Beach, Village of

Subrecipient's unique entity identifier: FP4RCG9LRG99

Federal Award Date: Dec 17, 2022

Subaward Period of Performance Start and End Date (Cat A-B): Nov 7, 2022 - June 13, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Nov 7, 2022 - June 13, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)
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THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and North Palm Beach, Village of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____

Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: North Palm Beach, Village of

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

501 U.S. #1

Street Address

North Palm Beach, FL, 33408

City, State, Zip

Date

North Palm Beach, Village of

Subrecipient's Name

Z3568

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: North Palm Beach, Village of

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: North Palm Beach, Village of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6017984

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 099-49600-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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 Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

**VILLAGE OF NORTH PALM BEACH
FIRE RESCUE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: J.D. Armstrong, Fire Chief

DATE: June 22, 2023

SUBJECT: **RESOLUTION – Approval of a manufacturer-direct sole source purchase of a complete EKey System from the Knox Company at a cost not to exceed \$49,686.49.**

Background:

Fire Rescue has been utilizing Knox Box products for rapid entry into properties in excess of thirty years. Knox has recently updated its system to electronic locks with coded key fobs and remote monitoring. This system provides enhanced security and accountability to the property owners utilizing the system. There are currently 148 users of the Knox entry system in the Village. This electronic system will require an annual software update and connection license moving forward. The current annual fee is \$986.10, and this amount is included in this first-year update quote. The Village's Tri-party Automatic Aid partners have already updated to this system, and this update is necessary for continuity of operations.

Purchasing:

The Knox Company is the manufacturer and sole-source of Knox products. This purchase is a one-time system upgrade at a cost of \$49,686.49.

Funding:

This purchase was identified as one that can be funded utilizing the Special Projects Fund.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects	Fire Rescue	Q5541-66490	Machinery & Equipment	\$49,686.49

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of one (1) Knox EKey system utilizing at a total cost of \$49,686.49, with funds expended from Account No. Q5541-66490 (Fire Rescue – Machinery & Equipment), and authorizing the Village Manager to execute the necessary Purchase Agreements and related documents to effectuate the transaction 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 A COMPLETE E-KEY SYSTEM FROM THE KNOX COMPANY FOR USE BY THE FIRE RESCUE DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Fire Rescue Department requested approval of the sole source purchase of a complete EKey System from the Knox Company to provide for electronic locks with coded key fobs and remote monitoring; 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 a complete EKey System from the Knox Company at a total cost of \$49,686.49, with funds expended from Special Projects Account No. Q5541-66490 (Fire Rescue – Machinery and Equipment), and authorizes the Village Manager to execute the required agreement and 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



KNOX
When seconds matter™

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-44079

QUOTED TO:

CUS105025
NORTH PALM BEACH DEPT P/S
560 US HIGHWAY 1
N PALM BEACH FL 33408-4902
UNITED STATES
PALM BEACH

SHIP TO:

NORTH PALM BEACH DEPT P/S
560 US HIGHWAY 1
N PALM BEACH FL 33408-4902
UNITED STATES
PALM BEACH

Expires On	Sales Rep	Terms	PO #	Shipping Method
12/22/2023	Wendy Fecteau	PP - Prepaid		FedEx Ground®

Item	Description	Quantity	Units	Rate	Amount
KS-6K2	KeySecure® 6, SUPPORTS 1 eKEY, 1 MSTR KEY	5	EA	\$1,075.40	\$5,377.00
Installation Address: Primary System Code Role: PS-98-0011-01-75-EKY01					
KD-1KD2	KeyDefender, Dual Key Assy	4	EA	\$854.05	\$3,416.20
Installation Address: Primary System Code Role: PS-98-0011-01-75-EKY01					
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	5	EA	\$70.30	\$351.50
Installation Address: Primary System Code Role: PS-98-0011-01-75-EKY01					
KD-MB-R5	KeyDefender Mounting Bracket, 5"	4	EA	\$66.50	\$266.00
Installation Address: Primary System Code Role: PS-98-0011-01-75-EKY01					
KLS-8701K	Knox eKey™, 8700 PROGRAMMABLE ELECTRONIC KEY, ASYMMETRIC	9	EA	\$379.05	\$3,411.45
Installation Address: Primary System Code Role: PS-98-0011-01-75-EKY01					
KLS-8800L	Knox eLock Core™, ELOCK CORE RETROFIT KIT	148	EA	\$239.40	\$35,431.20
Installation Address: Primary System Code Role: PS-98-0011-01-75-EKY01					
SMS-9002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1	EA	\$986.10	\$986.10
Installation Address: Primary System Code Role: PS-98-0011-01-75-EKY01					



QT-KA-44079



KNOX®
When seconds matter™

Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-44079

Subtotal	\$49,239.45
Tax Amount	\$0.00
Shipping and Handling	\$447.04

Total	\$49,686.49
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QT-KA-44079

Terms and Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Expires On" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

SALES TAX DISCLAIMER: Knox is required to collect sales tax for purchases made in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KS, KY, MA, MD, ME, MI, MN, NC, NE, NJ, NM, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VA, VT, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

Please Submit a Completed Customer Information Form to Setup Invoicing.

Please submit a purchase order form.



1601 W. Deer Valley Road Phoenix, Az 85027 Tel: 623-687-2300 Fax: 623-687-2290 Email: info@knoxbox.com

CUSTOMER INFORMATION FORM

BUSINESS CONTACT INFORMATION

Business name: **Village of North Palm Beach**

DBA name (if applicable): **North Palm Beach Fire Rescue**

Phone: **561-882-1141**

Fax: **561-431-5848**

E-mail: **firechief@village-npb.org**


Address: **560 U.S. Hwy. 1**

City: **North Palm Beach**

State: **FL**

ZIP Code: **33408**

BUSINESS ENTITY

U.S Government please select 

Federal ☐

State ☐

Local ☒

Canadian Government ☐

Commercial ☐

Native American ☐

Other:

BUSINESS REQUIREMENTS

Are you tax exempt?

☒ Yes (please fax or email to Knox above)

☐ No

Do you require PO?

☒ Yes, hard copy (please send to Knox)

☐ PO# ONLY

☐ NO, Knox requires you to sign a sales quote for all orders \$750.00 and above before an order can be processed

New York and New Jersey Customers ONLY !!! Do you require voucher?

☐ Yes, original with original claimant's signature

☐ Yes, fax or email copy with claimant's original signature

☐ Yes, fax or email with Claimant's signature

☐ No voucher required at all

How do you want to receive your invoice?

☒ Email (provide email if different from A/P) :

☐ Mail (provide address if different from A/P) :

PURCHASING CONTACT

First and Last Name: **Kim Cawley**

Phone: **561-841-3308**

Fax: **561-431-5848**

E-mail: **kcawley@village-npb.org**

ACCOUNTS PAYABLE CONTACT

First and Last Name: **Samia Janjua**

Phone: **561-841-3360**

Fax:

E-mail: **sjanjua@village-npb.org**

Company name: **Village of North Palm Beach**

Address: **501 U.S. Hwy 1**

State: **FL**

ZIP Code: **33408**

The undersigned, being duly authorized representative of the company named above, agrees that I am authorized to sign on behalf of the company, and all information given is accurate and correct. Terms are Net 30 – past due balances will be assessed a finance charge of 1.5% per month. Customer accepts liability for all collection fees and court cost related to collection of delinquent accounts. All payments must be in U.S. Dollars only. In the event any balance is not paid when due, may result in a delay of any further products being sold to the Purchaser until account is paid in full. We do accept Check, Money Order, Visa, Mastercard, AmericanExpress, Discover and ACH.

First and Last Name: **Charles Huff**

Title: **Village Manager**

Signature:

Date:



March 7, 2023

The Knox Company is the sole source manufacturer and inventor of Knox® Rapid Access products with manufacturing and/or assembly done in our Phoenix, Arizona facility. As the provider of the patented Knox eLock System™, Knox maintains the highest level of key and lock control devices and ensures the manufacturing process is strictly controlled using rigorous protocols.

As the leader in the rapid access product category, the Knox brand is the preferred and trusted rapid access provider by more than 15,000 first responder departments/agencies throughout the U.S. and Canada; and is the product most often selected over other lock box programs based on the company's more than forty-five-year reputation for integrity, quality, and reliability. Products include a complete line of eLock and mechanical lock boxes, cabinets, key switches, padlocks, the MedVault® Narcotics Vault, and locking FDC Caps all used by both Fire and EMS departments.

Knox also manufactures products that electronically secure the Knox Master Key: Sentralok® and KeySecure® Key Retention Systems that provide keypad access with full audit trail documentation.

Obtained UL Listings, include the following:

- UL 437: Standard for Key Locks
- UL 508: Standard for Industrial Control Equipment
- UL 1037: Standard for Anti-theft Alarms and Devices
- UL 1332: Standard for Organic Coating for Steel Enclosures for Outdoor Use Electrical Equipment
- UL 1610: Standard for Central-Station Alarm Units

Included with the Knox products are many services that benefit first responders. Mechanical master keys are provided to only authorized individuals at no charge, records of installation are compiled on request, and complimentary materials available to property owners.

Knox products satisfy stringent rapid entry requirements. Please contact us if we can provide additional information.

Sincerely,

The Knox Company

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Samia Janjua, Director of Finance

DATE: June 22, 2023

SUBJECT: **RESOLUTION – Approve the issuance of a blanket purchase order with Precision Landscape Company of Palm Beach County, Inc. to provide miscellaneous landscaping and grounds maintenance services for various Village Departments**

Village Staff is requesting Village Council consideration and approval of the attached Resolution to issue a FY2023 blanket purchase order for miscellaneous landscaping and grounds maintenance projects to Precision Landscape Company of Palm Beach County, Inc. (Precision) in the amount of \$150,000.

Through the adoption of Resolution 2019-107, the Village Council approved a Contract with Precision for landscaping and grounds maintenance services for the Village. Since Precision is the Village's landscape contractor, various Departments reach out to the vendor for additional projects throughout the year as the need arises. The vendor invoices the Village in accordance with the approved itemized pricing provided in the RFP. Some types of projects included in this category are listed below:

- insurance/storm damage items
- mulch
- sod
- pipe
- tree removal
- monthly wet checks
- irrigation

Individually, the cost for this additional work is within the Village Manager's purchasing limits; however, the cumulative amount for the vendor has exceeded the purchasing threshold and requires Village Council approval. To date, the Village has spent at total of \$92,000 on these miscellaneous projects. Based on the current year trend, staff is estimating that an additional \$58,000 is needed for these types of projects (total for fiscal year is not to exceed \$150,000).

Account Information:

Fund	Department	Account Number	Account Description	Amount
Fund/Account/Department is based on the service location				

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase order with Precision Landscape Company of Palm Beach County, Inc. in an amount not to exceed \$150,000 for miscellaneous landscaping and grounds maintenance services 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 BLANKET PURCHASE ORDER WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR MISCELLANEOUS LANDSCAPING AND GROUNDS MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders in excess of \$25,000; and

WHEREAS, Village Staff is recommending approval of a blanket purchase for \$150,000 with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance projects utilizing pricing establishing in the existing Contract for Landscaping and Grounds Maintenance Services executed in 2019; 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 issuance of a blanket purchase order in the amount of \$150,000 with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance projects for various Village departments, with funds expended to the appropriate account based on the service location and requesting department.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**Precision Landscape
FY 2023 Miscellaneous Services**

Description	Amount
Clubhouse	\$4,898.75
Lighting for EE Parking Lot-Electrical Trench for new post lighting	\$3,080.00
Annuals-Front entrance & front of clubhouse	\$1,818.75
Code	\$2,215.00
Nuisance Abatement-Landscape - 713 Westwind Dr.	\$2,215.00
Facilities	\$9,562.50
Public Safety -Firestation (front area)	\$4,835.00
Remove Shrubs & Plant Annuals-Shrub & flower change to bull nose	\$4,727.50
Golf	\$17,574.50
Landscaping-Golf Shop Area	\$4,125.00
Driving Range-Sabal Palms (50% Deposit)	\$2,437.50
16th Hole-Palm Tree Treatment	\$280.00
Driving Range-Landscape Service - Driving Range (south end)	\$1,620.00
Driving Range-Cedar Installation - Driving Range (south side)	\$4,392.00
Tree Trimming-Golf Course by Hole#7	\$4,720.00
Recreation	\$24,297.00
Lakeside Park-Skid Steer tp grade area for golf parking lot	\$720.00
Garden Parkway-Mulch	\$136.00
Lakeside Park-Tree Removal	\$2,650.00
Veteran's Park-Potted plants	\$164.00
Anchorage Park-Sod around Playground & Dog Park	\$4,780.00
Anchorage Park-Asphalt Removal; New Plants & Sod	\$1,653.00
Anchorage Park-Overflow parking driveway	\$4,970.00
Anchorage Park-Tree Removal	\$4,390.00
Anchorage Park-Dig Trench & lay pipe in new playground area	\$939.00
Anchorage Park-Removal of weeds & install new sod in 3rd dog park	\$3,895.00
Streets	\$33,864.75
Monthly Wet Checks	\$10,152.00
Public Safety -Remove/push back mulch surrounding perimeter	\$450.00
Landscaping-Landscaping Service	\$3,250.00
Lagoon Ct-Beautification Project	\$4,737.25
US1 Car Crash-Car Crash Bed	\$3,770.00
Prosperity Farms Rd - Front of St. Clare-Remove rootball & add Double Christmas Palm	\$1,324.50
US1 & Northlake-Install Double Montgomery Palms	\$4,430.00
Osborne Park-Irrigation Repair	\$1,674.00
Irrigation Pipe-Broken irrigation pipe	\$114.50
Trenching & adding irrigation-Trenching (from corner of parking lot) / New irrigation (north end)	\$3,962.50
Tennis	\$741.98
Irrigation Tank System-Tennis Irrigation Tank System	\$475.00
Tennis-Broken irrigation pipe	\$104.48
Tree Trimming-Tennis Center - Palm	\$162.50
Grand Total	\$93,154.48

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of May 8, 2023

I. CALL TO ORDER

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A. <u>Board:</u>	Present	Absent
Stephen Mathison – Chairman		X
Rich Pizzolato – Vice Chairman	X	
Curtis Witters – Secretary	X	
Landon Wells – Member	X	
Orlando Puyol – Member	X	
Sandra Felis – Member	X	
Karen O’Connell – Member	X	
B. <u>Staff Members:</u>		
Allan Bowman, Director of Golf	X	
Beth Davis, General Manager	X	
Lenore Dingle, Membership Coordinator		
C. <u>Council Members:</u>		
Darryl Aubrey		
Susan Bickel		
Mark Mullinix		
David Norris	X	

Deborah Searcy

D. Public Present:

III. APPROVAL OF MEETING MINUTES

Minutes of the April 10, 2023 GAB Meeting were approved 6-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

Allan reminded the Board that we are subject to the Sunshine Law. Two members of the Board may have a conversation. No more than two members may discuss Board matters outside of a meeting of the Board. There cannot be email conversations between Board members.

The tee sheet is less busy; some members are returning north for the summer.

Allan communicated with a group of golfers at the club, comprised of members and nonmembers about golf at the club. The group raised concerns about the pace of play. Our options to address the issue include 10-minute tee times and posting of rangers on both sides of the course to monitor the pace of play.

Allan reviewed the records of play for January through May as recorded on the golf carts and found that the average time per round was between 4 hours and 5 minutes and 4 hours and 11 minutes. Only a small percentage of rounds exceeded 4 hours and 20 minutes.

We have offered membership to five individuals on the waiting list. Four are residents of the Village and one is not.

For April play was down by five hundred rounds due primarily to rain. Revenue was slightly down across the board.

Allan conducted a “Best Practices Visit” to Abacoa Golf Club and found a similar financial picture to ours at North Palm Beach.

On May 4th, the Village Council approved our proposed projects for the golf course. On June 19th the projects will start. We will aerate on the 19th through the 22nd and be closed to the public until June 30th. Allan is exploring reciprocity play for members during the aeration.

Our future projects include the environmental station and stabilization of pond banks.

Allan reports he is pleased with new superintendent from Brightview.

Our course will have its centennial in 2026 and Allan is considering some major projects prior to the centennial. They would include changes to the bunkers on holes 2 and 10 to open up additional driving areas in the fairways, as suggested by Jack Nicklaus. Also under consideration are artificial turf greens on the driving range for use as practice targets.

Allan told the Board that the grass in our fairways is healthy and should be good for 6-8 more years.

We have placed boxes for broken tees on our par three tee boxes, generally for the red, white, and green tees.

The club will host an outing for The Benjamin School on May 15th.

In the recent tornado, we lost a couple of trees.

V. DISCUSSION TOPICS

A member of the public spoke and asked if the prisms or reflective tape on the pins can be replaced or repairs as some are not registering on range finders.

Another person asked about the bunkers on the course containing plantings are to be treated as waste areas.

A third person told the Board that her husband was struck by a golf ball from the driving range while in the 10th fairway. She asked if the club would install protective screens between the range and the 10th fairway. Allan told us that more trees are being planted between the range and the 10th fairway to provide protection.

Lastly, a club member asked if we can enforce rules about proper golf attire on the practice green adjacent to the 1st tee.

VI. ADJOURNMENT

The meeting was adjourned at 6:46 p.m.

The next meeting will be June 12, 2023.

Minutes by Curtis L. Witters, Secretary.

**Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
May 9, 2023 at 7:00 pm
Anchorage Park**

- 1) Call to Order:** Chair Heiman at 7PM.
- 2) Roll Call:** Stephen Poh (Superintendent of Parks and Recreation), Zak Sherman (Director of Leisure Services), Mia St John, Rita Budnyk, Christi Chane, Jennifer Gold Dumas, Ashley Knieriemen, Stephen Heiman, Deborah Searcy (Village Council Representative). Leigh Arwood absent (sick).
- 2) Approval of Minutes:** Rita Budnyk makes the motion to approve minutes from April; Mia St John seconds. New members were introduced and gave brief backgrounds on themselves.
- 3) Public Comments:** Public comments included concerns about recruiting volunteer coaches from the community who want to coach our youth sports and making sure everyone is aware of our yearly sports schedule. Public comments also included concerns about the berm/shoreline at Lakeside park, how the proposed dry storage facility at Anchorage Park will mesh with the revised master plan, whether there will be day trailer parking in place of the south storage (Lot #2), and whether the “no trespassing” signs will remain in place along the north side of Anchorage Park once the maintenance path gets completed (with the renovation of the dry storage facility).
- 4) Director’s Report:** The director's report covered special events, including Earth Day and Arbor Day, updates on park improvements, library renovations, summer reading programs with free snacks and lunches for kids, summer camp sign-ups, and the recent tornado damage at the community center.
- 5) New Business:**
 - Welcome to the Advisory Board- Staff and returning advisory board members welcomed new members and clarified their role as an advice-giving rather than legislative body.
- 6) Tornado Update/Community Center-** The park suffered significant damage to its infrastructure, including field lights, fences, bleachers, outbuilding roofs, athletic turf, soccer goals, signage, and sand volleyball court. The playground equipment was not damaged by the windstorm, except for the shade structure on top. The building itself

came out okay. The athletic field company, landscaping company, and fence contractors worked hard to clear the damage caused by the storm. There were discussions about insurance coverage for damages incurred by the tornado and plans to replace damaged infrastructure at the park.

- **Help with Heritage Day-** The board discussed plans for next year's Heritage Day event and forming a subcommittee to focus solely on it; specifically, on the parade and possibly sponsorships. Kim P., Belinda M., and Karen M. all expressed interest in helping, as did Rita Budnyk.
- **Election of New Officers: Chair, Vice Chair, Secretary-** New officers were elected during the meeting, with Rita Budnyk as chair, Mia St John as vice chair, and Christy Chane as secretary.

7) Old Business:

- **Dry Storage Update-** An update was given on the dry storage project, which aims to fit all current boats, boat trailers and RVs onto the north side while converting south storage into day trailer parking. Plans have been made to fix the whole storage area by installing a new fence, gates, and landscaping around the perimeter. The cost estimate includes undergrounding of overhead lines at \$280k. The plan will maintain three lots with a six-foot-wide maintenance path along the back fence. Wooden poles laying on the ground fixed with rebar and painted yellow will be used to delineate spaces. There is discussion about changing the entryway to mimic future plans for square footage and entry/exit point alignment. Engenuity is still working on finalizing undergrounding plans with FPL.
- **Trail Lighting Update-** The park is updating the trail lighting around the entire parks asphalt walkway with a photometric study to determine how many lights are needed and where they should be placed. Brand new gooseneck type lights will be installed at higher locations to prevent them from getting hit as easily as the bollards. The update will include fitness equipment, brand new asphalt trail, and fixing up the kayak launch. FPL will take over all the lights once they are installed.

8) Member Comments: No additional member comments.

9) Staff Comments: No additional staff comments.

10) Adjournment: Motion to adjourn by Ashley Knieriemen at 8:12PM; seconded by Stephen Heiman.

VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: June 22, 2023

SUBJECT: **RESOLUTION** – Accepting a Proposal from Haverland Ag Innovations, Inc. to Replace Sod, Soil, and Provide New Field Irrigation to the Community Center Athletic field Damaged by the Tornado

Background:

The Community Center grounds experienced significant damage on Saturday, April 29, 2023, when they were struck by a powerful EF-2 tornado with winds reaching up to 130 mph. Among the affected areas, the field suffered extensive damage due to debris, fallen trees, tree branches, light fixtures, strewn soccer goals, and shattered glass. As a result, the entire Bermuda sod on the field requires replacement.

Haverland Ag Innovations, Inc. has submitted a proposal to replace the sod, soil, and provide new field irrigation for the Community Center. The total cost of the proposal amounts to \$171,737.36, which includes sod removal, grading, fill dirt & grading, new Bimini Bermuda Big Roll Sod, and installation of new field irrigation equipment such as the mainline, sprinklers, valves, and more, all within the current field boundaries.

Haverland Ag Innovations, Inc. specializes in Bermuda turf maintenance and was previously awarded a Contract by the Village in 2019 (Resolution No. 2019-51) to maintain the department's athletic fields and Bermuda turf. Furthermore, Council previously approved Resolution No. 2023-33, authorizing Haverland Ag Innovations, Inc. to convert three existing softball infields to turf grass at the Community Center, with a budget of \$133,783.00.

Due to the tornado, Haverland Ag Innovations, Inc. was unable to begin the turfgrass conversion. However, with this proposal, both projects will be completed simultaneously. To assure that the price quoted was competitive, the Village solicited a quote from both Haverland Ag Innovations, Inc. and Precision Landscape Company of Palm Beach County, Inc., the Village's provider of general landscape maintenance services. The two proposals were as follows:

Vendor	Cost
Haverland Ag Innovations, Inc.	\$171,737.36
Precision Landscape Co.	\$179,515.00

Pricing:

Since Haverland Ag Innovations, Inc. is the Village's current Athletic Field Turf Maintenance provider, Village staff is requesting Council approval of Haverland Ag Innovations' proposal, as well as a waiver of the Village's purchasing policies and procedures. Opting for the same contractor responsible for the current field maintenance, as well as the upcoming clay infield to turfgrass conversions, is an ideal choice to maintain consistency and ensure accountability. By entrusting the project to the same contractor, the Village can ensure that the field maintenance practices remain consistent and the contractor is accountable for both the existing fields and the planned turfgrass conversions. As indicated above, Staff also reached out to Precision Landscape for a secondary proposal, which came back at almost \$8,000 **more** than the Haverland Ag proposal.

Funding:

Staff has already initiated the process of seeking reimbursement from the Village's insurance company to recover the costs associated with the athletic field replacement due to tornado damage. This action aims to ensure that the financial burden of the restoration project is mitigated by utilizing the insurance coverage in place.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General	Parks and Recreation	A8028-33491	Contractual Services	\$171,737.36

The attached Resolution and Contract 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 accepting the proposal submitted by Haverland Ag Innovations, Inc. to Replace Sod, Soil, and Provide New Field Irrigation to the Community Center Athletic field damaged by the tornado in an amount not to exceed \$171,737.36, with funds expended from Account Number A8028-33491 (Recreation – Contractual Services); waiving the purchasing rules and regulations; and authorizing the Mayor and Village Clerk to execute the Contract 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 PROPOSAL FROM HAVERLAND AG INNOVATIONS, INC. TO REPLACE SOD AND SOIL DAMAGED BY THE TORNADO AND PROVIDE NEW FIELD IRRIGATION AT THE COMMUNITY CENTER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommends accepting the proposal from Haverland Ag Innovations, Inc. for the replacement of soil and sod damaged by the recent tornado and to install new field irrigation at the Village Community Center; and

WHEREAS, because Haverland Ag Innovations, Inc. is the provider of athletic field maintenance services and provided a lower cost proposal than the Village's general provider of landscape maintenance services, Village Staff requested a waiver of the Village's purchasing policies and procedures; 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 accepts the proposal from Haverland Ag Innovations, Inc. for the replacement of soil and sod and the installation of new field irrigation at the Village Community Center at a total cost of \$171,737.36, with funds expended from Account No. A8028-33491 (Parks and Recreation – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a Contracts for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council waives all conflicting provisions of the Village's purchasing policies and procedures.

Section 4. 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, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and HAVERLAND AG INNOVATIONS, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 27-0600946.

WHEREAS, the VILLAGE is need of soil and sod replacement damaged by a recent tornado and the installation of field irrigation at the Village Community Center; and

WHEREAS, CONTRACTOR is the current provider of Athletic Field Maintenance Services, and CONTRACTOR has provided the VILLAGE with a cost proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, pursuant to the terms and conditions of this Contract, based on its familiarity with the Village's athletic fields and its maintenance responsibilities.

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.

CONTRACTOR shall perform the services highlighted in its Proposal dated May 17, 2023 attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation 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 commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposals in an amount not to exceed One Hundred and Seventy-One Thousand Seven Hundred and Thirty-Seven Dollars and Thirty-Six Cents (\$171,737.36).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

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

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

E. 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.

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article 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 CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of \$1,000,000.00 in aggregate 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 Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 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 whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH 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 (including subcontractors) 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 subcontractors) 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 ten (10) 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 ten (10) 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. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

ARTICLE 13. 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
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

Haverland Ag Innovations, Inc.
10670 Heritage Farms Road
Lake Worth, FL 33449
Attention: Keely Haverland, President

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

ARTICLE 14. 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 15. 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 16. PREPARATION.

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

ARTICLE 17. 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 18. 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 19. LEGAL EFFECT.

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

ARTICLE 20. 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 21. 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 22. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposals. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 23. 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 24. 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 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. 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 26. 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 27. 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 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.

ARTICLE 28. 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 complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page 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.

CONTRACTOR:

HAVERLAND AG INNOVATIONS, INC.

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

DAVID NORRIS
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____

VILLAGE ATTORNEY



Haverland AG Innovations, Inc.
10670 Heritage Farms Road
Lake Worth, FL 33449
PH: 561-369-7994 Fax: 561-364-1118
dell@haveag.com

DATE: 5/17/23

BUDGET PROPOSAL #: 2023-192C

JOB TITLE: Community Park Turfgrass Renovation

SERVICES PERFORMED FOR –

Village of North Palm Beach
Phone: (561) 904-2128
603 Anchorage Drive • North Palm Beach • 33408

SCOPE OF WORK

We intend to provide the following services at the above referenced facility due to tornado damage which has deemed the field unsafe for use. Turf & 4”-6” of soil must be replaced to ensure all glass and roof debris are removed from the field.

Included are the following exclusive items.....

1. Earthwork – Mobilizations (1), Sod Removal, Grading, Hauling, Fill Dirt & Grading

- Layout- Our supervisor to layout the work area related to the scope of work.
 - Barricades & signs to aid in traffic control
 - Haul sod spoils off site to a suitable facility
 - Prepare a 4-6” subgrade for import fill dirt to replace the clay.
 - Furnish and install import clean fill dirt
 - Compaction, laser grading & hand raking in preparation for Grassing.
 - Furnish & install new Bimini Bermuda Big Roll Sod
 - Roll sod with a 3-ton sod roller immediately after installation
- Estimated Price total = \$93,836.83

2. Irrigation – Provide all new field irrigation mainline , sprinklers, valves, etc within the field boundaries:

- Locate & remove existing sprinkler heads & lines from the field.
 - Isolate & temporarily cap off mainlines for the work area.
 - Furnish & install new main & lateral piping, wiring, valves, valve boxes, etc,
 - Adjust sprinklers for proper coverage.
 - (Please note that there are no new clocks, wells, pumps, or other work proposed.)
- Irrigation Install..... Estimated total \$68,954.00

3. 60-day establishment of new sod

Provide labor equipment & materials for a scope of work in addition to that included in the existing H.A.I monthly maintenance agreement already in place

..... Estimated Price total = \$8,947.00

BILLING & PAYMENT:

25% deposit = Progress payments invoiced monthly Balances due within 10 days of invoicing.

❖ Estimated LS price total - Items Above = \$171,737.36

This is a lump sum price bid. Signed agreement, & purchase order required for delivery & scheduling. Quote good for 30 days. All payments due 30 days from date of invoice.

ALTERNATES- Not included in Base Bid Total. This is an alternate scope of work & pricing to be handled per change order

1. Additional Irrigation modifications- additions such as, pump work, clocks, main line, wiring, valves outside the field boundary that are not included above in base bid. Cost plus 18%

2. Sand top dressing- Cost to be determined upon request

CONDITIONS/EXCEPTIONS PRICE DOES NOT INCLUDE:

- a) Nematode testing, treatments or tissue testing of turf
- b) One mobilization included
- c) Topographic Survey
- d) Material or Percolation testing.
- e) Fencing or fencing repairs. The Village must provide access for construction equipment.
- f) Parking lot or sidewalk repairs
- g) Fumigation or soil sterilization.
- h) Structural, electrical, plumbing, storm drainage, or utility work
- i) Sod or sprigs except as specified
- j) Engineering, plans, permits, or survey
- k) Sand topdressing
- l) Fill dirt hauled in or out except as stated
- m) Athletic field equipment or bases, pitcher's rubbers, etc.
 - Please note that Bermuda turfgrass requires full sun to thrive. Grass in the shade will thin out and not accept traffic like the turf in full sun.
 - * Bimini Bermuda is not always available & another Bermuda hybrid may have to be substituted. If so, cost will be discussed & CO to adjust pricing up or down as appropriate.

Date: _____

Signature: _____

Print Name & Title: _____

PO Number: _____

Estimate

Precision Landscape Co.
9450 Old Dixie Hwy
North Palm Beach, FL 33403

561.881.8866 - Office
admin@precisionlandscapeco.com

Date	Estimate #
5/30/2023	27567

P.O. No.	Admin	Rep
	Village of North Palm	Inst

Village of North Palm Beach/
Public Works
645 Prosperity Farms Road
North Palm Beach, FL 33408

Item	Description	Rate	Qty	U/M	Total
	Community Field				
Equipment	Mobilize all equipment to community center to include but not limited skid steer, laser grader , dump trucks, sod removal equipement	3,500.00	1		3,500.00
Soil	Laser Grade area and fill in to grade	125.00	55		6,875.00
Dump Truck	haul away all not essential soil	55.00	33		1,815.00
Landscape ...	Prep a 4"-6" subgrade for clean fill to exchange from clay to soil, laser grade and hand labor to make ready for new sod installation , F&I Bimini Bermuda Sod- Roll sod after installation	1,550.00	56		86,800.00
I Irrigation	Irrigation Run system prior- Isolate Main line coming into field and cap- Remove all sprinkler heads, valves, valve boxes and lines- F&I new line(s) wiring, valves, valve boxes , Heads - Test all and adjust for full coverage	71,500.00	1		71,500.00
Landscape ...	Final- 90 days Monitor , feed and adj. to ensure new sod is care 1st 90 days	9,025.00	1		9,025.00

Quoted prices are based on complete acceptance of all items in this estimate.

All estimates under \$700 require payment in full; over \$700 requires a 50% deposit, prior to work commencement.

If you would like to pay by credit card, please contact our office.

Prices quoted are valid for 30 days from date of estimate.

Signature: _____

Total \$179,515.00

RESOLUTION 2019-51

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY STO LANDSCAPE SERVICES, INC. FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2019, the Village issued a Request for Proposals for Athletic Field Bermuda Turf Maintenance Services ("RFP"); and

WHEREAS, the Village received one proposal in response to the RFP; and

WHEREAS, Village Staff recommended accepting the proposal submitted by STO Landscape Services, Inc., the Village's current service provider, based on its cost-effectiveness (no price increase from 2017) and the company's record of past performance; and

WHEREAS, the Village Council determines that the 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 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 accepts the proposal submitted by STO Landscape Services, Inc. to provide landscaping and grounds maintenance services at a total annual cost not to exceed \$199,673.00, with funds expended from Account No. A7321-33491 (Streets & Grounds – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a contract with STO Landscape Services, Inc. for the performance of such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the 27th day of JUNE, 2019, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and STO LANDSCAPE SERVICES, INC., a Florida corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 27-0600946.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Request for Proposals for **Athletic Field Bermuda Turf Maintenance Services for the Village of North Palm Beach** ("RFP") and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR

The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Scope of Work referenced therein, which are incorporated herein by reference, in accordance with the CONTRACTOR's Proposal 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 Work is provided.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective October 1, 2019 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 8. This contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE'S REPRESENTATIVE

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Public Works Director.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

A. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

ARTICLE 5. INDEMNIFICATION

A. To the fullest extent permitted by applicable laws and regulations, the 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. The 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 the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in §768.28, Florida Statutes.

ARTICLE 6. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

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

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

ARTICLE 7. INSURANCE

A. Prior to execution of this Contract by the VILLAGE the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article 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 CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the 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 Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the 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 whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. In accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "Additional Insured".

ARTICLE 8. TERMINATION

This Contract may be cancelled by the 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 the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services 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, the 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.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS

The VILLAGE and the 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 the 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 the CONTRACTOR.

ARTICLE 10. 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 11. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.

B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, 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 CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities 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. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

A. The VILLAGE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE'S notification of a contemplated change, the 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 the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE, provided, however, modifications to the Scope of Work based solely on the unit pricing set forth in the Proposal shall not require a formal amendment to this Contract and may be approved in writing by the Village Manager.

ARTICLE 19. 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
501 U.S. Highway One
North Palm Beach, Florida 33408
Attention: Andrew Lukasik, Village Manager

and if sent to the CONTRACTOR shall be mailed to:

STO Landscape Services, Inc.
9818 U.S. Highway 441
Boynton Beach, Florida 33472
Attention: Keely Haverland, CFO

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The VILLAGE and the 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 in accordance with Article 18 (Modifications of Work).

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 22. WAIVER

Failure of the VILLAGE to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of VILLAGE'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23. PREPARATION

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

ARTICLE 24. 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 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the VILLAGE and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26. DEFAULT

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 termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. 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
- C. 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.

CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 28. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the VILLAGE Council of the VILLAGE of North Palm Beach its designated representative.

ARTICLE 29. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

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 the 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 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.

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

CONTRACTOR:

STO LANDSCAPE SERVICES, INC.

BY: Keely Haverland

Print Name: Keely Haverland

Title: CEO



VILLAGE OF NORTH PALM BEACH

BY: Darryl C Aubrey
DARRYL AUBREY,
MAYOR

ATTEST:

BY: Melissa Teal
MELISSA TEAL,
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: [Signature]
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: June 22, 2023

SUBJECT: **RESOLUTION** – Accepting a proposal from Musco Sports Lighting, LLC to purchase and install new field and court LED Lighting at the Community Center and replace tornado damaged systems pursuant to pricing established in an existing Sourcewell Contract and authorizing execution of Contract

Background:

The Community Center grounds were severely impacted on Saturday, April 29, 2023, when a powerful EF-2 tornado, with winds reaching up to 130 mph, swept through the area. Several areas suffered extensive damage, including:

1. Outside Athletic Field lights: A total of twelve light poles surround the athletic field. Among them, eight corner poles, each holding four lights, were missing a total of five lights. Additionally, four center poles, with fifteen lights each, were missing a total of twenty lights. In total, twenty-five lights were missing from the athletic field.
2. Outside Basketball Lights: A total of four light poles surround the basketball courts, with each pole accommodating four lights. Unfortunately, one pole was missing two lights as a result of the tornado's impact.

The tornado's aftermath has left the Community Center with significant lighting deficits in both the athletic field and basketball court areas. It is crucial to address these damages promptly to restore functionality to these important recreational spaces.

Additionally, even the lights that remained intact after the tornado had to be removed due to safety concerns. Many of these lights were found hanging precariously, posing a significant hazard to anyone in the vicinity. It is important to note that these lights were also quite old, having served the Community Center for a span of 26 years. Given their age and the extent of damage sustained during the tornado, replacing them became an urgent priority to ensure the safety and functionality of the premises.

Musco Sports Lighting, LLC has presented a proposal to install new LED lights at both the basketball court and the athletic field of the Community Center. The old lights were successfully removed by the Public Works department, resulting in a cost-savings of nearly \$30,000. It is worth noting that the previous lighting system at the Community Center consisted of Musco HID lights, which required a ballast and a lengthy warm-up period to achieve full brightness, unlike the "instant-on" capabilities of LED technology.

Musco Lighting boasts an impressive track record, specializing in sports and infrastructure lighting solutions for over four decades. They have been at the forefront of LED technology for the past ten years, continuously refining their expertise in the field. This extensive experience positions Musco as a trusted and reliable provider of top-notch lighting solutions.

One of Musco's standout offerings is their Total Light Control (TLC) for LED technology. This innovative solution is highly regarded for retrofit installations across a range of venues, including multi-purpose fields, basketball courts, tennis facilities, and stadiums. With Musco's TLC, the Village can ensure optimal lighting performance and control, enhancing the overall experience and safety for community members.

The widespread adoption of Musco lighting by other local cities, counties, and institutions further strengthens Staff's confidence in its products. Florida Atlantic University (FAU), the City of Palm Beach Gardens, Palm Beach County, the Town of Jupiter, the City of Boca Raton, and the City of Delray Beach are just a few examples of entities that have embraced Musco lighting solutions. Even notable national landmarks, such as Mount Rushmore, the Statue of Liberty, and the Washington Monument, shine brilliantly with Musco LED technology. This proven track record solidifies Musco's reputation as a leading lighting provider.

Additionally, the Community Center already has existing Musco controls and a control cabinet in place. Opting for Musco lighting ensures compatibility and a seamless integration process. Staff can leverage the existing infrastructure, saving time and resources while benefiting from the trusted performance of Musco's lighting solutions.

Considering that all the lights at Osborne Park are also Musco lighting, maintaining lighting consistency by opting for Musco LED lights at the Community Center is a logical choice. The proposed installation carries a total cost of \$443,028.00.

It is worth noting that Musco's lights also come with a 25-year warranty.

Pricing:

The proposal from Musco Sports Lighting, LLC is pursuant to pricing established in an existing contract with Sourcewell (Contract No. 071619-MSL), expiring 08/27/2023. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor to verify "fair market value" as required by the Village's purchasing policies and procedures. Despite the lower cost provided by the secondary quote, Staff recommends selecting the higher quote based on reference checks.

To further inform our decision-making process, Staff has looked into the experiences of other cities that have utilized the other lighting company. Unfortunately, the feedback has been less than favorable. One city encountered electrical issues following the company's work, and instead of taking responsibility, the company attempted to shift the blame onto the city. This lack of accountability raises concerns about the company's professionalism and reliability.

Moreover, reports from other cities have highlighted issues with glare and disruptive lighting from the other company's LED field lights. Players and surrounding communities were affected by the excessive glare, indicating potential shortcomings in the company's quality control. In addition, their lights were observed to turn on and off independently throughout the day and night due to the absence of contactors. This lack of control undermines the functionality and reliability of the lighting system.

Customer service is another area where the other company fell short. Feedback from other customers suggests that their customer support was unsatisfactory, leaving concerns unresolved and issues unaddressed.

Lastly, the other company only offers a 10-year warranty on their equipment. While this might seem reasonable, it raises questions about the long-term reliability and support that they can provide compared to Musco Lighting, which offers a 25-year warranty.

Considering all these factors, Staff believes that Musco Lighting is clearly the superior choice for the Village's lighting needs at the Community Center. The company's extensive experience, innovative TLC technology, widespread adoption by other municipalities, existing compatibility with existing infrastructure, and reputation for excellence make Musco the ideal partner for this project. With Musco Lighting, the Village can provide our community with reliable, efficient, and high-quality lighting that enhances safety and enjoyment for years to come.

It is also worth highlighting that opting for LED lights provides a more cost-effective solution compared to the traditional HID lights we had previously. Surprisingly, even though Musco provided a quote for the same lights we had, that quote came in higher. By transitioning to LEDs, the Village can achieve substantial cost savings.

Funding:

Staff has already initiated the process of seeking reimbursement from the Village's insurance company to cover the costs associated with the athletic field replacement due to tornado damage. This action aims to ensure that the financial burden of the restoration project is mitigated by utilizing the insurance coverage in place. A budget amendment will be prepared at year-end if necessary.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks & Recreation	A8028-34652	Repair & Maintenance – Lighting System	\$443,028.00

The attached Resolution and Contract 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 accepting the proposal submitted by Musco Sports Lighting, LLC to purchase and install New Athletic Field and Basketball Court LED Lighting at the Community Center to replace tornado damaged systems utilizing pricing established in an existing Sourcewell Contract at a total cost not to exceed \$443,028.00, with funds expended from Account Number A8028-34652 (Recreation – R&M Lighting System) and authorizing the Mayor and Village Clerk to execute a Contract for such services 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 MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF NEW ATHLETIC FIELD AND BASKETBALL COURT LIGHTING AT THE COMMUNITY CENTER TO REPLACE TORNADO DAMAGED SYSTEMS UTILIZING PRICING ESTABLISHED IN AN EXISTING SOURCEWELL AGREEMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the existing Musco lighting systems for the athletic field and basketball court at the Community Center were extensively damaged by the recent tornado; and

WHEREAS, Village Staff solicited a proposal from Musco Sports Lighting, LLC for the installation of new LED lighting systems utilizing pricing established in an existing Sourcewell Agreement (Contract No. 071619-MSL); 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 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 Musco Sports Lighting, LLC for the purchase and installation of new LED lighting systems at the Community Center utilizing pricing established in an existing Sourcewell Agreement at a total cost of \$443,028.00, with funds expended from Account No. A8028-34652 (Parks and Recreation – Repair and Maintenance Lighting System), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

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 MUSCO SPORTS LIGHTING, LLC, 100 1st Avenue West, Oskaloosa, Iowa 52577, a foreign limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 42-1511754.

RECITALS

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR for the purchase and installation of a new athletic field and basketball court lighting to replace the tornado-damaged existing lighting systems; and

WHEREAS, CONTRACTOR provided a proposal utilizing pricing established in an existing Sourcewell Agreement (Contract No. 071619) with CONTRACTOR and has agreed to perform the work in accordance with the terms and conditions of this Contract.

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. CONTRACTOR's Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Quote dated May 24, 2023, a copy of which is attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Four Hundred and Forty-Three Thousand Twenty-Eight Dollars and No Cents (\$443,028.00).**
- D. 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 **one hundred and twenty (120) calendar days.**

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) 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.

4. Insurance.

During the term of this Contract, 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 Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 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 Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, 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, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

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 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 Contract 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.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits 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.

7. Termination

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 the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for all services satisfactorily performed through the date of termination.

8. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies

of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

9. 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.

10. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.
- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

11. 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. CONTRACTOR is, and shall be, in the performance of all Work under 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.

- C. 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 this Contract.
- D. 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.
- E. 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.
- F. 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.
- G. 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. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.
- H. 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.

- I. 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.
- J. 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.

MUSCO SPORTS LIGHTING, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DAVID NORRIS
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY

**North Palm Beach Community Center Retro – North Palm Beach, Florida
05/24/23**

Sourcewell

Master Project: 199030, **Contract Number:** 071619-MSL, **Expiration:** 08/27/2023

Category: Sports lighting with related supplies and services

**All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL**

Quotation Price – Materials Delivered to Job Site and Installation

Soccer Area up to 370' X 370' and (3) Basketball Courts -\$443,028.00

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 Footcandles Soccer Area and Basketball and uniformity of 2.5:1.0 Soccer Area and 3.0:1.0 Basketball

System Description

- Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control system to provide remote on/off control with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 10 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Responsibilities of Buyer

- The owner of the field is responsible for the structural integrity of the existing poles and/or structures

Payment Terms

Musco's Credit Department will provide payment terms.



Quote

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Taylor Knoot
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:

Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8-12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 1 phase electrical system requirement
- Structural code and wind speed = 2020 FBC, 170 mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com



Quote

Date: 05/24/2023
Expiration date: 06/24/2023

Project: Delacorte Park Fixture Replacement
North Palm Beach, Florida

Sourcewell
Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Quotation Price – Materials Delivered to Job Site and Installation

(3) Basketball Courts and Soccer Area – 370' x 370' -\$463,320.00

Sales tax and bonding are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

SportsCluster® system with SCG - HID technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 Footcandles

System Description

- Factory aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control

Operation and Warranty Services

- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- 5-year materials warranty, with onsite labor included for 2 years

Responsibilities of Buyer

- The owner of the field is responsible for the structural integrity of the existing poles and/or structures

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Taylor Knoop



Quote

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

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Delivery Timing

8-12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 480 Volt, 1 phase electrical system requirement
- Structural code and wind speed = 2020 FBC, 170 mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Gene Fynaardt

Service and Part Representative

Musco Sports Lighting, LLC

Phone: 641-660-8581

E-mail: Gene.Fynaardt@musco.com



WE ARE PASSIONATE ABOUT TAKING YOUR VENUE
AND FAN EXPERIENCE TO THE NEXT LEVEL

YOUR SUCCESS IS OUR GOAL

NGU Sports Lighting, LLC
2401 PGA Blvd., Suite 110
Palm Beach Gardens, FL 33410
www.ngusportslighting.com
1-855-NGU-LEDS



Offer of Business

Village of North Palm Beach-Softball Fields and Basketball
Courts

Offer of Business #: 1267

Prepared for:

Stephen Poh
Superintendent of Parks and
Recreation

Date issued:

2023-06-07

OOB Expires:

2023-08-07

Thank You

Following up on your inquiry for the Village of North Palm Beach-Softball Fields and Basketball Courts. We are pleased to provide you with an Offer of Business for the project located at 1200 Prosperity Farms Road , North Palm Beach, FL 33410.

Thank you for the opportunity to evaluate, design, and implement your LED sports lighting project. NGU Sports Lighting, LLC will lead your conversion project, with a proven, experienced team. The NGU team includes a combined experience of over 100 years in the sports lighting industry and complex construction/sports lighting project management.

NGU Sports Lighting's CEO, Mike Lorenz, was the founder of Ephesus Sports Lighting in 2012; bringing the very first solid-state LED lighting & color lighting systems to sports venues. We are proud to offer you the absolute best technology available in sports lighting today.

NGU Sports Lighting has been selected by Signify (Previously Philips), the parent company of Cooper/Ephesus sports lighting's product line, as the exclusive value-added partner (VAP). We provide the very best service to execute turnkey solutions in North America. We have a dynamic team that is passionate about your customer experience with project execution.

We look forward to providing you with the most cost-efficient solution with a highly skilled team to scope, design and execute your project, yielding the best customer experience.

Lena Arnold
+1 7146090340
lena@ngusportslighting.com

CONTENT

Project Overview

System Solution Design

Solution Benefits

Customer Responsibilities

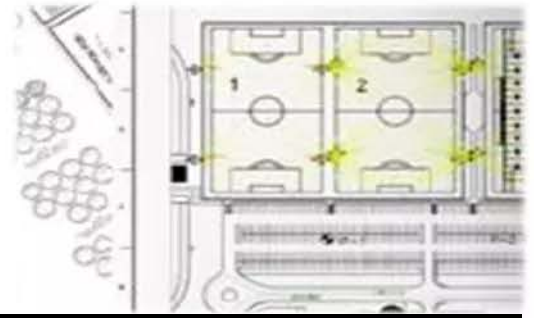
Solution Investment

Supporting Material



STEP BY STEP

*From start to finish, we take your ideas
and turn them into reality....*



Project Name: Village of North Palm Beach -Softball and Basketball Courts

PROJECT OVERVIEW

We are pleased to provide you with an Offer of Business for your Basketball Courts;Softball Field. The light levels will be in accordance with lighting design LD23776, meeting an average of 50/30 foot-candles for the four softball fields and 30 foot-candles for the basketball courts.

NGU will provide all necessary labor and materials for the installation of the Ephesus solid-state LED sports lighting system. Fixture demo will be performed by your team. This system can be controlled manually at the field or with our wireless communication system, which includes remote programming for up to eight dynamic lighting scenes for great experience and playability. System training will be provided.

The new lighting system will include the following materials and services:

- Ephesus solid-state LED Sports Lighting fixtures
- New crossarms
- AirMesh wireless control system
- Lighting design
- Installation of the new LED fixtures, crossarms and control system
- Fixture aiming, control commissioning and user training
- Full 10-year warranty covering material and demo / install services

Your project experience is our top priority.

Your conversion project will be executed in 4 steps. A proof positive process to give you the very best experience.

OUR APPROACH – SIMPLE 4 STEP PROCESS

1. Evaluate

- Lighting consultation
- Understand customer goals
- Design created
- PM Assigned

2. Design & Plan

- Project acceptance / PO
- Project schedule determined
- Customer planning kick off call

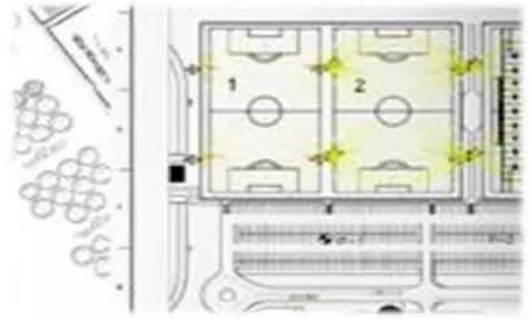
3. Implement & Test

- Remove existing system
- If applicable, install prewired crossarms
- Install new system (plug and play)
- Program controls & aim fixtures

4. Verify & Close

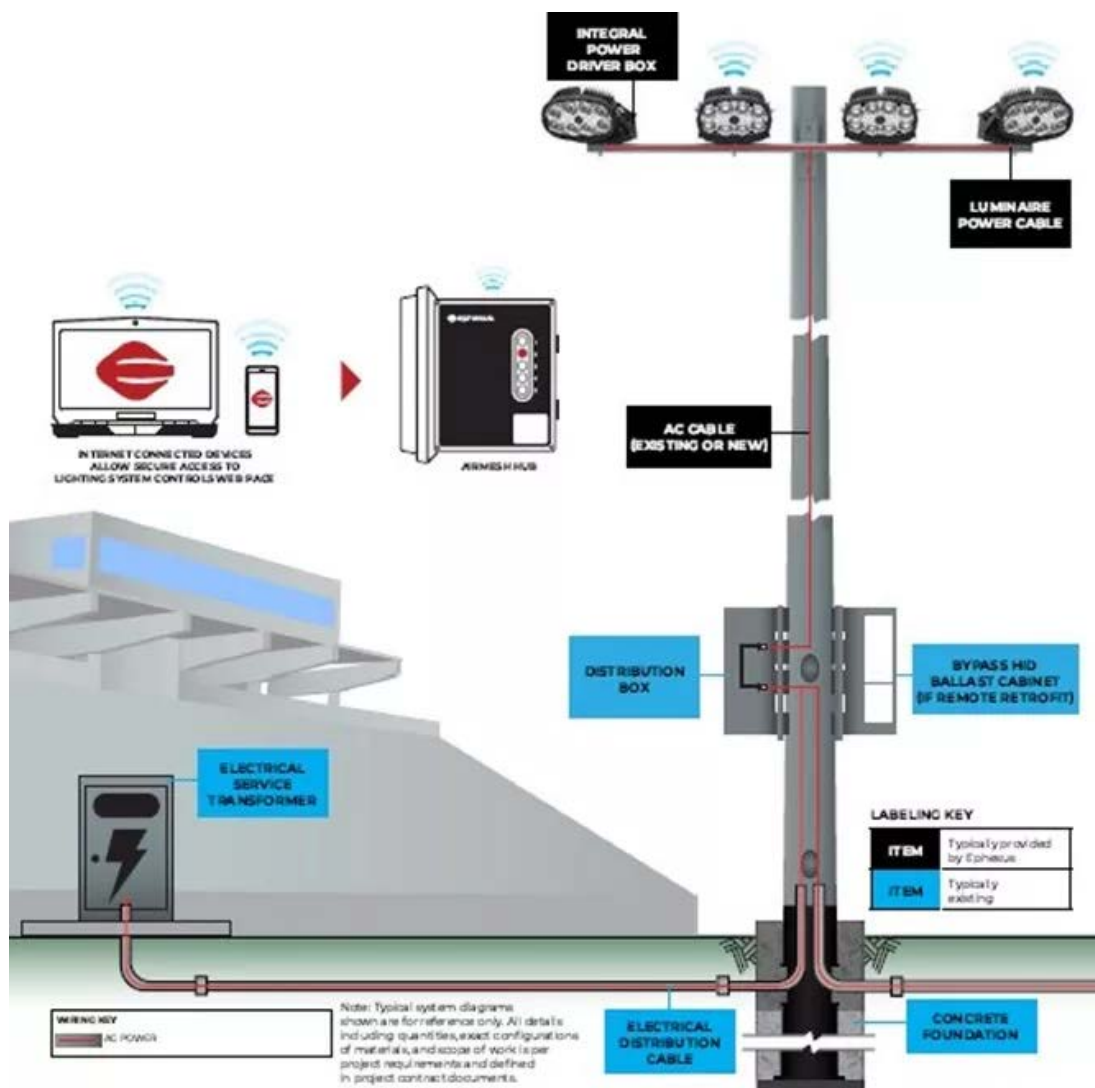
- System training
- Close project

- Material delivery



SYSTEM SOLUTION DESIGN

We design your solution... to meet your venue needs.



SYSTEM SOLUTION

The NGU system converts your existing luminaires to an LED sports lighting system with industry-leading reliability and performance. In an existing remote power configuration, the ballast in the power box is typically located at the bottom of the pole. With the NGU system, the ballast in the power box is bypassed to bring AC power to the top of the pole creating the most energy efficient solution available. See the above diagram for details.

You can operate the system manually or you can connect wirelessly to the AirMesh controls with the capabilities to control via push button hub or software used on a smart

phone, iPad or PC connected to your local area network (LAN) with dynamic and static scenes built to your specification.

SYSTEM BENEFITS



There are 3 clear advantages of the Ephesus solid-state LED sports lighting solution over other options.

1. Operational Efficiency - The Ephesus Sports Lighting System is on average 50% more energy efficient than a non-solid-state lighting system. Making the Ephesus solution the most efficient sports system in the marketplace.

BENEFIT = LOWER OPERATIONAL COSTS

2. System Reliability – Designed and manufactured to the highest reliability standards in the marketplace – the Ephesus fixture includes a dual driver system. Simply put – if one driver fails, the fixture will maintain illumination. The system also uses chip on board innovation which has a much higher performance reliability than the soldered LED chip method used by other manufacturers.

BENEFIT = HIGHER PERFORMANCE AND RELIABILITY

3. Enhanced System Control – The new system provides individual fixture control with full 0% - 100% dimming capability. The system can be controlled wirelessly from any handheld device, PC or LAN connected device. It's simple to use and provides the owner with the most user flexible system on the market.

BENEFIT = SUPERIOR OPERATIONAL FLEXIBILITY

CUSTOMER RESPONSIBILITIES - OUTDOOR CONVERSION

- Although we have conducted an EPA comparison, the existing structures and electrical wiring are the responsibility of the customer
- Any structural engineering analysis is a responsibility of the customer - services available upon request
- All access related road closures must be coordinated and procured by the customer
- Provide confirmation of voltage
- Electrical power must meet IEEE standards for sensitive electronic and NEC requirements
- Live Power is required at the time of installation
- Provide site access during the installation
- Surface protection is available at an additional cost

SOLUTION INVESTMENT



PROJECT NAME: Village of North Palm Beach-Softball Fields and Basketball Courts

Total: \$ 357,000

Does not include sales tax

NGU Terms and Conditions

1. Payment: 50% due when order is placed; 35% due when material is shipped; 15% due when fixtures & controls are installed. Due to multi-party scheduling - system commissioning & controls training will fall outside of the installation timeline.
2. All other standard terms and conditions apply - please see website for details.
3. Price is valid for 30 days, unless stated otherwise
4. Sourcewell #: 071619-CPL

ACCEPTANCE SIGNATURE: _____

Project		Catalog #		Type	
Prepared by		Notes		Date	



Ephesus

LUMASPORT 8

White LED Sports & Entertainment Luminaire

Typical Applications

Pro Arenas • University & Collegiate Arenas • University & Collegiate Stadiums • Multi-Event & Convention Centers • Gymnasiums & Field Houses

Interactive Menu

- Dimensional Details [page 1](#)
- Ordering Information [page 2](#)
- Dimensional and Mounting Details [page 3](#)
- Visor (VHE) Configuration [page 4](#)
- Performance Data [page 5](#)
- Optical Performance Data [page 6](#)
- Ordering Information for Accessories [page 8](#)
- Accessory Dimensions and Part Details [page 9](#)
- Example System Topology [page 12](#)

Product Certification

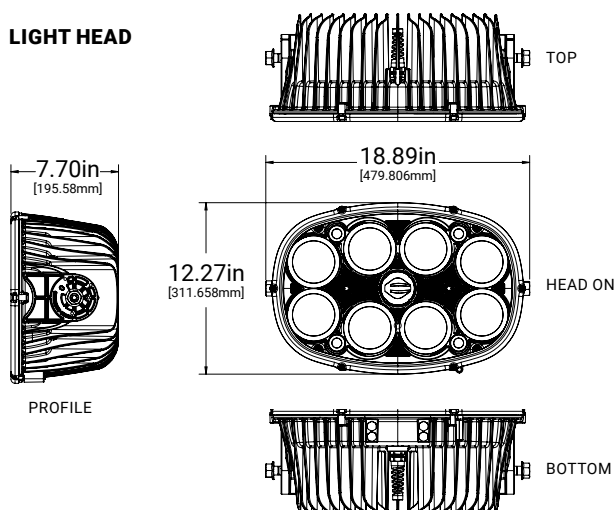


Top Product Features

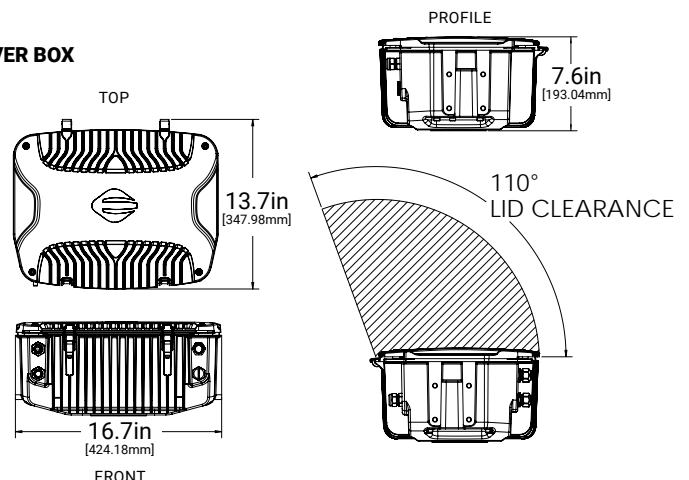
- 55,000 or 90,000 lumen output options
- Glare and cutoff control via Hybrid Reflector and TIR Optical System
- Reduce install time with pre-aimable two-piece assembly
- Virtually eliminate maintenance with power redundancy
- Industry leading light source reliability with Chip-on-Board LEDs
- Greater than 92% lumen maintenance at 55,000 hours
- Wireless AirMesh, Wired DMX or sACN controls options to suit your needs
- Impact Resistant Glass option protects from vandalization and prevents down time in the event of impact to the glass.
- Options to meet Trade Agreements Act requirements

Dimensional Details

LIGHT HEAD



DRIVER BOX



Order Information

NOTE: A complete fixture order requires a selection entry for **Brand, Family, Model, Power Configuration, Color, CCT, CRI, Optic, Light Head Cable (DC), Voltage, Control, Mount Configuration, Power Cable (AC), Options, Packaging, & International Option.**

SAMPLE ORDER NUMBER: EPH-LS-08-0320L-BLK-40-70-1S-C04-HV-LB-LY-A00-HEG-BP-ST

Brand	Family	Model	Power Configuration	Color	CCT	CRI	Optic	Light Head Cable (DC)
Brand	Family	Model	Power Configuration	Color ³	CCT	CRI	Optic ⁴	Light Head Cable (DC) ⁶
EPH = Ephesus, Standard TAA=Trade Agreements Act ¹	LS = Lumasport	08 = 8 Optics	0320L = 320W Local Power ² 0640L = 640W Local Power ²	BLK = Black WHT = White	40 = 4000K 50 = 5000K 57 = 5700K	70 = 70 CRI 80 = 80 CRI	1S = NEMA 3 17.5 33.3 2S = NEMA 3 21.9 40.2 3S = NEMA 3 25.4 45.7 4S = NEMA 4 36.0 64.4 5S = NEMA 5 46.6 82.6 7F ⁵ = NEMA 7 72.5 131.0	C04 = 4ft Cable, Standard C10 ⁷ = 10ft Cable, Catwalk Bracket
Notes: (1)Only product configurations with this designated prefix are built to be compliant with the Trade Agreements Act of 1979 (TAA). Please refer to DOMESTIC PREFERENCES website for more information. Components shipped separately may be separately analyzed under domestic preference requirements.			Notes: (2) Local Power means that the light head is attached to the driver box with the yoke or pendant mount.	Notes: (3) Not coastal rated. Contact Ephesus for coastal fixture options.			Notes: (4) Optic = NEMA TYPE; BEAM ANGLE; FIELD ANGLE. Additional optical performance data within spec sheet. (5)7F = NEMA 7 Optic only available with 0320L = 320W Local Power configuration.	Notes: (6) DC Cable connecting the light head to the driver box. (7) C10 = 10ft Cable is intended to be used with the Ephesus Catwalk Bracket

Voltage	Control	Mount Configuration	Power Cable (AC)	Options	Packaging	International Option
Voltage	Control	Mount	Power Cable (AC) ⁸	Options ⁹	Packaging	International Option
LV = Low Voltage HV = High Voltage	NC = No Control AM = Wireless AirMesh LB = Wired DMX	LY = Local Yoke LP = Local Pendant	A00 = No Cable, Standard A04 = 4ft Cable A10 = 10ft Cable A15 = 15ft Cable	HEG = No Visor High Efficiency Glass Lens VHE = Visor High Efficiency Glass Lens IRG = No Visor Impact Resistant Glass Lens VIR = Visor Impact Resistant Glass Lens CV1 = 1 Louver Cutoff Visor CV2 = 2 Louver Cutoff Visor CV5 = 5 Louver Cutoff Visor	BP = Bulk Pack	ST = Standard
			Notes: (8) AC Cable connecting the Driver Box to the electrical power source.	Notes: (9)Accessories sold separately will be separately analyzed under domestic preference requirements. Consult factory for further information.		

DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details

Performance Data¹

	LUMASPORT 8 (320W)	LUMASPORT 8 (640W)
Lumen Output Range ²	48,303 - 55,419lm	80,572 - 92,929lm
Nominal Power ³	340W	680W
Input Voltage (Low Voltage)	120-277VAC	120-277VAC
Input Voltage (High Voltage)	347-480VAC	347-480VAC
Efficacy Range ²	140.4 - 163.5 lm/W	117.5 - 139.3 lm/W
CRI ⁴	70, 80	70, 80
TLCI ⁵	75	75
CCT Range	4000K, 5000K, 5700K	4000K, 5000K, 5700K
Distribution (NEMA)	3-5, 7	3-5
Dimming Range	DIM TO OFF, 10%-100%	DIM TO OFF, 10%-100%
Operating Temperature Range	-40°C to +40°C	-40°C to +40°C
Usage	INDOOR, OUTDOOR*	INDOOR, OUTDOOR*
Mounting Options (3G RATED)	LOCAL YOKE; LOCAL PENDANT	LOCAL YOKE; LOCAL PENDANT
Electrical Certifications	FCC, UL8750, UL1598, DLC Standard (NANQSV)	FCC, UL8750, UL1598, DLC Standard (NANQSV)
Environmental Certifications	IP66, NEMA4X ⁷	IP66, NEMA4X ⁷
Vibration	ANSI C136.31-2010 3G ⁸	ANSI C136.31-2010 3G ⁸
Surge	10kV	10kV
Effective Projected Area (EPA)	1.8 (sq. ft.)	1.8 (sq. ft.)
Effective Projected Area (EPA) with Visor (VHE, CV1, CV2, CV5) ⁹	1.8 - 2.5 (sq. ft.)	1.8 - 2.5 (sq. ft.)
Approximate Weight ¹⁰	67.5 LBS	71.5 LBS
Approximate Weight with Visor (VHE, CV1, CV2, CV5) ¹⁰	71.5 LBS	75.5 LBS

NOTES:

- (1) Specifications are subject to change without notice.
 (2) Refer to Optical Performance Data.
 (3) Values are +/- 4% when fixture is operated at 25°C ambient
 (4) Values are +/- 2%
 (5) Values are +/- 3 points.
 (6) When driver box is mounted in upright position.
 (7) Light head meets NEMA4X Certification
 (8) LumaSport 8 with Visors (VHE, CV1, CV2, CV5) qualifies for ANSI C136, 31-2010 1.5G
 (9) EPA may vary depending on the aiming angle of the fixture.
 (10) Weight may vary depending on mounting bracket, VHE Visor option, light head and driver box selection.

Electrical Performance Data

Product	Input Voltage Range (VAC)	Nominal Input Power (W)	Input Current (A)	Power Factor (>60% Load)	THD (>60% Load)	Inrush (A2s)	Inrush period (ms)	Peak Inrush (A)
LS-8-320	120-277	340 (365 Max)	1.3 - 3.0 (4.0 Max)	> 0.9	< 20%	1.9	3.52	150
	347-480	340 (365 Max)	0.7 - 1.0 (1.5 Max)	> 0.9	< 20%	3.87	1.77	70
LS-8-640	120-277	680 (740 Max)	2.5 - 5.9 (8.0 Max)	> 0.9	< 20%	3.8	3.52	300
	347-480	680 (740 Max)	1.5 - 2.0 (3.0 Max)	> 0.9	< 20%	7.74	1.77	140

Project		Catalog #		Type	
Prepared by		Notes		Date	



Ephesus

AirMesh Hub

Wireless Lighting System Controls

Typical Indoor/Outdoor Applications

- Professional Stadiums & Arenas • University/Collegiate Stadiums & Arenas
- K-12 Stadiums & Arenas • Game Fields • Practice Fields • Multi-use Recreational & Municipal Fields • Public Assembly & Convention Centers
- Gymnasiums & Field Houses • Unmanned Sports Facilities

Interactive Menu

- AirMesh Hub [page 1](#)
- Product Overview [page 2](#)
- Dynamic Scenes [page 3](#)

Product Certification

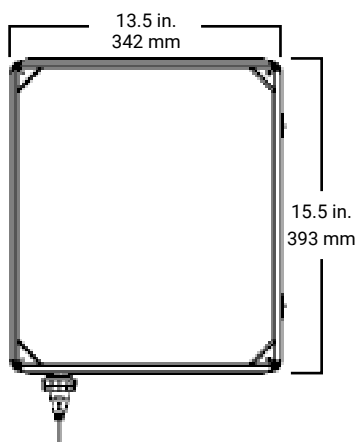


Top Product Features

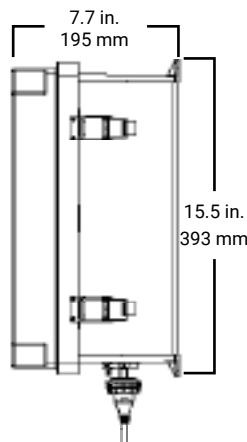
- Can be installed anywhere you need wireless, push-button control
- Five-button, pre-programmed switch provides easy control of all lights at specified dimming levels (0%, 25%, 50%, 75%, 100%)
- Can communicate via LAN connection, Wi-Fi, or through a cellular network*
- Weather-protected for outdoor venues
- Includes internal surge protection
- Enables Static and Dynamic Scenes

Dimensional Details

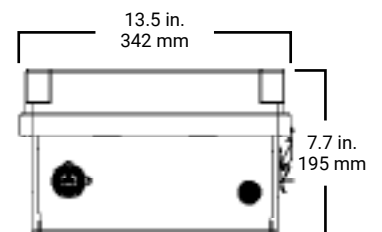
HEAD ON



LEFT PROFILE



BOTTOM



Due to our continuous improvement efforts, specifications are subject to change without notice.
*Cellular and/or data charges may apply



Product Overview

The AirMesh Hub is an Ephesus component that can be installed anywhere you need wireless push-button lighting control, such as municipal ballparks, hockey arenas, basketball facilities, and other multi-use complexes. The AirMesh Hub is easy for certified electricians to install in both indoor and outdoor applications that's contained in the NEMA 4X enclosure. The 5-button 25 scenes (5 per button) controller allow for local manual access to facility lighting across specific zones or over the entire lighting installation. The AirMesh Hub enables quick and simple access to a switch station that can be programmed with unlimited options to meet the needs of the end-user.

AirMesh Hub Specifications

Dimensions	15.5" x 13.5" x 7.7" (393 x 342 x 195 mm)
Input Power	Outdoor rated power supply 90-120VAC; 8W max, 6kV surge protection
Operating Environment	Outdoor rated at -20°C to +55°C, IP65 (when latched)
Cellular	Verizon 4G LTE
Wi-Fi	802.11 b/g/n
Radio	SNAP 2.4GHz 802.15.4 Wi-Fi 2.4GHz 802.11 b/g/n
Certifications	FCC/IC; Tested to CAN/CSA C22.2 No. 60950-1/A2:2014 and UL 60950-1/R:2014-10
Ratings	IP65 ^{1 2}

AirMesh Function

AirMesh Function	Description
Maximum number of lights controlled by hub	Up to 1000
Maximum distance of fixture from location of hub	500 feet
Maximum allowable distance from one fixture to next	500 feet
Maximum number of programmable pre-set scenes	25 (5 per button)
Individual light control	Preprogrammed via 5-button hub. Additional scenes and light control obtained via web interface with hub
Health monitoring ³	Real-time monitoring of lighting status at the fixture and system level, outage notifications, storage of power consumption, temperature and other system parameters which can be retrieved for later analysis*
Remote Connectivity	Web interface can be accessed by direct Wi-Fi connection or through internet via Ethernet or built-in cellular*
Alerts	Email alerts available when connected to internet via Ethernet or built-in cellular*
Users	User and administrative accounts with multiple permission levels available
Sensors	Voltage-sourcing sensors can be added to the system to turn lights on/off with daylight or occupancy sensors. Multiple output levels in response to light sensors (daylight harvesting)
Map View	Ability to view light state (on/off/ alarm) in graphical map/satellite view
Scheduling	Ability to schedule recurring events at fixed times or based on astronomical clock
Compatibility	Ability to add control modules to existing lighting fixtures to add Air-Mesh functionality to entire facility

Notes:

Due to our continuous improvement efforts, specifications are subject to change without notice.

¹To maintain IP rating of the unit, it must be installed with a IP65/NEMA 4X fitting at the power and ethernet entry points

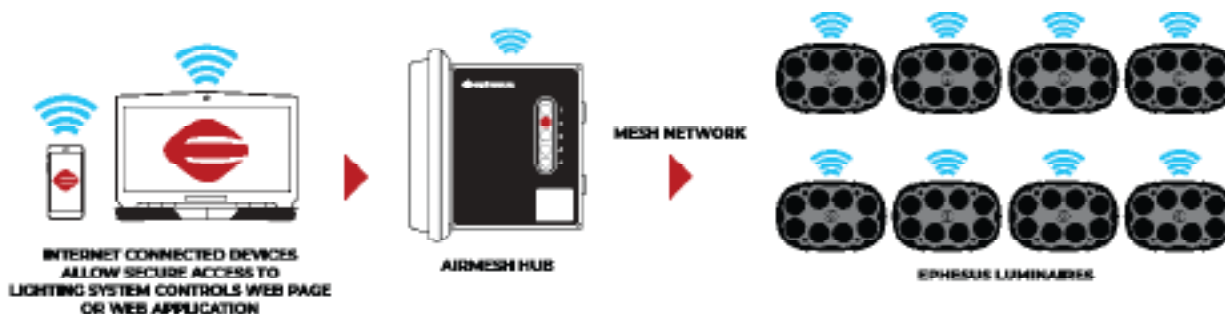
²The AirMesh Hub holds a rating of IP65 for outdoor when the door is latched and all entry ports (power and Ethernet) are properly sealed. Failure to properly seal entry ports and latch the door will void the IP65 rating.

³Refer to the functionality of your Ephesus fixture for health monitoring capability.

Example System Topology (Wireless AirMesh Controls)

Example system topology showing the LUMASPORT System in a Wireless AirMesh Control Installation.

Note: Laptop or mobile device not included. A cellular network connection requires a cellular carrier network plan.



AirMesh Dynamic Scenes

The AirMesh Hub control system can provide dynamic scenes and effects. You can easily create an unlimited combination of static scenes. For example, create scenes to spotlighting national anthems, player introductions, intermissions, blackout your venue, maintenance and egress lighting scenes.

Ephesus Fixture	Luminaire Type	Static Scenes	Dynamic Scenes
LUMASPORT 8 	White LED	<ul style="list-style-type: none"> • ON/OFF • Dim 10-100% • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi [Standard & Fast] • Sparkle [Standard & Fast] • Random
LUMASPORT 16 	White LED	<ul style="list-style-type: none"> • ON/OFF • Dim 10-100% • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi [Standard & Fast] • Sparkle [Standard & Fast] • Random
PRISM RGBA 	RGBA Color LED	<ul style="list-style-type: none"> • ON/OFF • Dim 0-100% • RGBA Color Mixing • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi With Color [Standard & Fast] • Pinwheel With Color • Pinwheel 5 With Color • Sparkle With Color [Standard & Fast] • Random With Color
ALL FIELD 	White LED	<ul style="list-style-type: none"> • ON/OFF • Dim 0-100% • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<ul style="list-style-type: none"> • Paparazzi Standard & Fast] • Pinwheel • Pinwheel 5 • Sparkle [Standard & Fast] • Random
LUMADAPT 8 	Integrated White / RGBA Color LED	<ul style="list-style-type: none"> • ON/OFF • Dim 0-100% • RGBA Color Mixing • Color Temperature (CCT) Tuning • Beam Angle Tuning • Blackout • Individual Light Fixture Control • Unlimited Programmable Static Scenes 	<p>White & RGBA Light</p> <ul style="list-style-type: none"> • Paparazzi [Standard & Fast] • Sparkle [Standard & Fast] • Random



LUMASPORT 8

Dynamic Scenes

White LED

Lumen(lm) Output:

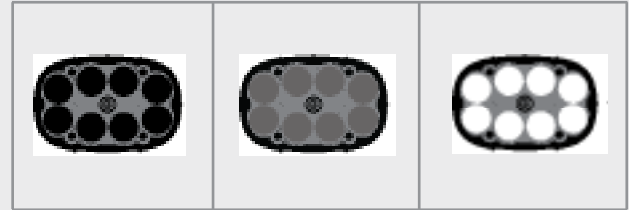
55,000 & 90,000

KEY

OFF

DIM

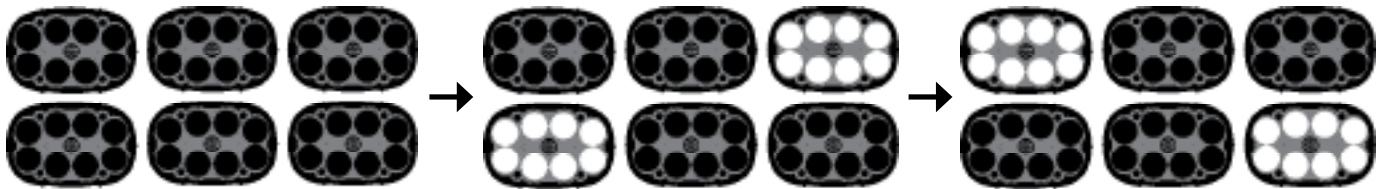
ON



Paparazzi [Standard & Fast]¹

Each light illuminates briefly in a random manner that resembles paparazzi flash bulbs.

When entering this mode, all fixtures will immediately turn **OFF**. Fast paparazzi fires faster than standard paparazzi.



Sparkle [Standard & Fast]²

Each light illuminates briefly in a random manner mimicking a glittery, sparkling appearance.

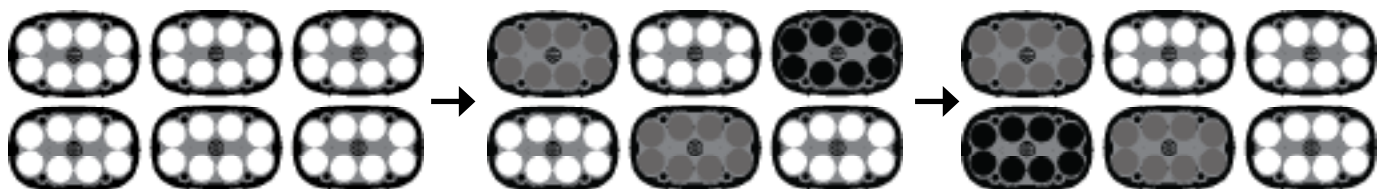
When entering this mode, all fixtures will immediately turn **ON**. Fast Sparkle fires more rapidly than standard sparkle.



Random

Lights illuminate throughout the installation in a random manner.

All fixtures will immediately turn **ON** to a random dimming level between 0 and 100%. Every 100 milliseconds, each fixture will change to another random dimming level.



Unless otherwise stated for a particular scene affects independently and the scene will remain in operation until another scene or mode of operation is selected.

¹For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi. For each flash period, a light will have a 10% chance of turning on under Paparazzi, and a 20% chance under Fast Paparazzi.

²For each flash period, a light will have a 10% chance of turning on under Sparkle, and a 20% chance under Fast Sparkle.



RFP #071619
REQUEST FOR PROPOSALS
for
Sports Lighting with Related Supplies and Services
Proposal Due Date: July 16, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Sports Lighting with Related Supplies and Services to result in a national 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://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than July 16, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	May 30, 2019
Pre-proposal Conference:	June 26, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	July 10, 2019, 4:30 p.m., Central Time
Proposal Due Date:	July 16, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	July 16, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

Sourcewell is seeking proposals for Sports Lighting with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:

- Indoor and outdoor, fixed or portable, sports related lighting solutions.
- Technology integration, software, design, project management, installation services, and maintenance related to and in connection with the purchase of equipment and products described above.
- A complementary offering of transportation and infrastructure lighting solutions related to and in connection with the equipment and products described above.

The Proposer's primary offerings must be indoor and outdoor sports lighting equipment and products.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Electric Energy Power Generation (RFP #120617)

This solicitation should NOT be construed to include "service-only" solutions. Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$75 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed

to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;

3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent

to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell**

Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.

**Solicitation Number: #071619****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and, Musco Sports Lighting LLC, 100 1st Ave West PO Box 808, Oskaloosa IA 52577 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 27, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 8/28/2019 | 8:39 AM CDT

Musco Sports Lighting LLC

DocuSigned by:
By: James M. Hansen
B16F9CCB78A0420...
James M. Hansen
Title: Secretary
Date: 8/29/2019 | 9:33 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/27/2019 | 3:22 PM CDT

RFP #071619 - Sports Lighting with Related Supplies and Services

Vendor Details

Company Name:	Musco Sports Lighting, LLC
Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577
Contact:	Amanda Hudnut
Email:	musco.contracts@musco.com
Phone:	800-825-6030
Fax:	641-672-1996
HST#:	42-1511754

Submission Details

Created On:	Thursday May 30, 2019 11:07:29
Submitted On:	Friday July 12, 2019 13:23:35
Submitted By:	Jim Hansen
Email:	jim.hansen@musco.com
Transaction #:	62e6e5f5-5e56-45ba-b461-305cf2583830
Submitter's IP Address:	216.248.100.66

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Musco Sports Lighting, LLC	*
2	Proposer Address:	100 1st Ave West PO Box 808 Oskaloosa, IA 52577	*
3	Proposer website address:	www.musco.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	James M. Hansen Secretary Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amanda Hudnut Funding Resource Specialist Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Tighe Lead Development Manager Musco Sports Lighting, LLC 100 1st Ave West PO Box 808 Oskaloosa, IA 52577 Phone: 800-825-6030 Email: musco.contracts@musco.com	

Company Information and Financial Strength

Line Item	Question	Response *	
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Since 1976, Musco Sports Lighting, LLC (Musco/Musco Sports Lighting) has been providing sports lighting systems. Musco's mission has been to provide sports field and large area lighting solutions for public and private entities throughout the United States of America and internationally.</p> <p>Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.</p> <p>Throughout the history of Musco, we have had the pleasure of being the recipient of an Academy Award®, Emmy® Award and the Paul Waterbury Award for Excellence for Outdoor Lighting. Musco has also developed partnerships with Little League International and the United States Soccer Foundation, to name a couple.</p> <p>Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally.</p> <p>At Musco, we ensure that every member of our Lighting Services team is a sports lighting expert so you don't have to be. With more than 40 years as the sports-lighting industry leader, our Team Members will bring our vast experience to your fields. Regionally based for quick response, they specialize in routine maintenance, repairs, and analysis of any sports-lighting system.</p> <p>Along with our Lighting Services team, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect. Another key part of our team is Control-Link Central™. Staffed 24/7, this team oversees on/off control, monitoring, and management of sports fields around the USA and globally.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Light-Structure System™ with Total Light Control – TLC for LED® is for new outdoor lighting applications. It is engineered as 5 Easy Pieces™ designed to customer's needs utilizing our Light-Structure System™. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in place and stays there over the life of the system, while also maintaining and protecting the operation environment so the components continue to function. We've included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the lighting system. This system includes our Control-Link® Control System and is covered by Musco's Constant 25™ Product Assurance & Warranty Program.</p> <p>SportsCluster® System with Total Light Control – TLC for LED® or Total Light Control – TLC for LED® Retrofit System is for outdoor and indoor applications. It is a modular photometric unit, factory aimed and tested, to perform from a customer's existing structures, making an easy retrofit lighting solution. This system includes our Control-Link® Control System and is covered by Musco's Constant 10™ Product Assurance & Warranty Program, contingent upon Musco's inspection and approval of existing structure and electrical wiring.</p> <p>Control-Link® Control System is for new and existing facilities. Control-Link® is a reliable, cost effective system that helps control, monitor, and manage your new or existing recreation facility lighting or any other electrically operated equipment. The Control-Link® System includes our exclusive Control-Link Central™ team, staffed 24/7 to assist you with your scheduling and reporting needs. Our system can save you time, hassle, energy, and staff costs. Control-Link® makes your job easier and provides ongoing savings for your operating budget. Through the use of Musco's Control-Link® system we have ability to remotely monitor the lighting system. The system monitors the amperage of each individual pole at a specified facility. This gives Musco the ability to know when an issue occurs.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p> <p>Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.</p> <p>Along with our Lighting Services and Control-Link Central™ teams, we have a fully staffed group of internal experts: Sales Representatives, Service Representatives, Parts Representatives, Project Coordinators, Project Planning Specialist, Schedulers, and Engineers. They will ensure your project flows smoothly and you get the results you expect.</p>
9	What are your company's expectations in the event of an award?	Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see uploaded letters from Wells Fargo Bank, N.A. & Travelers Casualty and Surety Company of America. Also included is a copy of our current insurance certificate.
11	What is your US market share for the solutions that you are proposing?	Currently, Musco's sports lighting systems & solutions make up approximately 80% of the US market share.
12	What is your Canadian market share, if any?	Currently, Musco's sports lighting systems & solutions make up approximately 50% of the Canadian market share
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Musco Sports Lighting, LLC has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceeding.

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Musco Sports Lighting is a manufacturer of sports lighting and large area lighting systems. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. Musco has sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). These team members are employed by Musco.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada and complies with applicable federal, state, local, and industry laws for each purchasing customer. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co. Please reference the uploaded Musco Contractor License information.</p> <p>As a General Contractor, Musco selects and contracts with local subcontractor organizations that meet our quality standards and can fulfill our time constraints to perform the type of work outlined in this RFP. Musco does obtain license verification and insurance certificates for all subcontractors whom work with us.</p> <p>Musco Sports Lighting, LLC has UL Product Certifications for:</p> <ul style="list-style-type: none"> High-Intensity Discharge Surface-Mounted Luminaires: UL Number E33316 Management Equipment, Energy: UL Number E139944 Industrial Control Panels: UL Number E204954 Emergency Lighting and Power Equipment: UL Number E311491 Luminaire Fittings: UL Number E132445 Luminaire Poles in Excess of 12 ft (3.7m): UL Number E325078 Devices, Scaffolding: UL Number SA7004 Lightning Conductors, Air Terminals, and Fittings: UL Number E337467 Light-Emitting-Diode Surface-Mounted Luminaires: UL Number E338094 <p>Luminaries have been reviewed by UL to UL and CSA standards.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Musco Sports Lighting, LLC has not been the subject of any suspensions or disbarments.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The scope of work of the RFP covers Musco products and services. Musco has no additional subcategories to suggest.</p> <p>Below is a list of keywords that best describe Musco's product and services.</p> <p>Sports Lighting, lighting, Musco, Musco Lighting, LED, lamp, LED lighting, fixtures, light fixtures, flood lights, flood light, light poles, field lighting, football lighting, soccer lighting, baseball lighting, softball lighting, tennis lighting, basketball lighting, arena lighting, parking lighting, transportation lighting, infrastructure lighting</p>

Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>During Musco's 43 years in the sports lighting industry, Musco & our Team Members have received quite a few awards and recognitions. Below is a listing of several recent awards & recognitions along with our more notable ones from years past.</p> <p>NIAAA Distinguished Service to Athletic Administration (Dina Neeley, NC) from the North Carolina Athletic Directors Association (2018)</p> <p>David Lose Partnership Award (Curt Mickey, KY) from the Kentucky Recreation and Park Society (2018)</p> <p>1st Prize of Lighting Design from the China Lighting Awards for China Tennis Center Diamond Court (2017)</p> <p>2nd Prize Lighting Design from the China Lighting Awards for Xinjiang Hongshan Basketball Arena (2017)</p> <p>The Excellence Award from the China Lighting Awards for Shanton University Sports Park (2017)</p> <p>Award for Merit from the IES® for the lighting design at the University of Arizona McKale Center (2015)</p> <p>Excellent Performer Award from DP World (2014)</p> <p>Sports Emmy® Award from the ten Academy of Television Arts & Sciences for lighting ESPN's telecast of the Winter X-Games (2012)</p> <p>Paul Waterbury Award of Excellence for Outdoor lighting from the IES™ for the innovative lighting design at Charlotte Motor Speedway (1993)</p> <p>Scientific and Engineering Award from the Academy of Motion Picture Arts and Services® (1985)</p> <p>Emmy® Award from the Academy of Television Arts & Sciences® for lighting NCAA football telecasts (1982)</p>	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 44% of Musco's current national sales are to government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Approximately 46% of Musco's current national sales are to education sector	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled "Musco Cooperative Information" for a summary of the cooperatives and approximate sales for 2016, 2017 and 2018.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Musco Sports Lighting, LLC currently does not hold any GSA contracts.	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
City of Asheville Asheville, NC	Pete Wall Program Manager - Parks & Recreation	Phone 828-259-5815 Email pwall@ashevillenc.gov	*
Buffalo State SUNY Buffalo, NY	Michael Bonfante Assistant Design & Construction Coordinator Facilities Office	Phone 716-570-4034 Email bonfanmv@buffalostate.edu	*
City of Chesapeake Chesapeake, VA	Mike Barber Director - Parks, Recreation and Tourism	Phone 757-382-6411 Email mbarber@cityofchesapeake.net	*
Denver Public Schools Denver, CO	Josh Griesbach Facility Planner	Phone 720-423-1913 Email joshua_griesbach@dpsk12.org	
University of Nebraska Lincoln Lincoln, NE	Amy Lanham Senior Associate Director Campus Recreation	Phone 402-472-9481 Email alanham2@unl.edu	

Top Five Government, Education or Non-profit Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Local Government	Government	California - CA	Materials only	Approximately \$2.8M/project	Approximately \$8.5M	*
K-12 Public Education	Education	Texas - TX	Materials only	Approximately \$1.3M/project	Approximately \$6.6M	*
Local Government	Government	Virginia - VA	GC Turnkey	Approximately \$276K/project	Approximately \$5.7M	*
Local Government	Government	Nevada - NV	Materials Only	Approximately \$600K/project	Approximately \$5.4M	*
Local Government	Government	North Carolina - NC	GC Turnkey	Approximately \$596K/project	Approximately \$5.3M	*

Ability to Sell and Deliver Service to Sourcewell Members

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Musco has offices and manufacturing facilities in Oskaloosa, IA and Muscatine, IA. We have a workforce of approximately 1,000 Team Members located in these facilities and regional sales offices conveniently located around the United States of America (AZ, CA, CO, FL, IL, IN, MN, NJ, NC, OH, TX & VA). In addition, we have approximately 200 Team Members located outside the United States of America supporting our manufacturing facilities in Shanghai, China and Gumi, South Korea and multiple sales offices globally. Musco has a sales force of over 80 dedicated Sales Team Members throughout the United States & Canada. These team members are employed by Musco.	*
26	Dealer network or other distribution methods.	Musco Sports Lighting has no agents or dealers authorized to represent the company. Musco's custom designed, engineered to order lighting systems must be purchased directly from the company.	*
27	Service force.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Musco Sports Lighting has over 130 Team Members dedicated to operating and maintaining customer lighting around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports-lighting systems. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training. Proactive nightly testing is done to assure customers control systems are operating properly and field operations are constantly monitored.	*
29	Identify any geographic areas that you will NOT be fully serving through the proposed contract.	Musco Sports Lighting is authorized to sell products and provide services in all 50 states, the District of Columbia and Canada. Musco will be able to fully serve all geographic areas through the proposed contract. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Musco Sports Lighting will be able to fully serve all Sourcewell Members through the proposed contract.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Musco has no specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Musco has several brochures available to market our product to Sourcewell members. A sampling of what we can supply is listed below and attached.</p> <ul style="list-style-type: none"> • World Class Leaders brochure • Always Ready to Play brochure • Light-Structure System™ with Total Lighting Control – TLC for LED® brochure • Retrofit Lighting Solutions TLC for LED® brochure • Large Area Lighting brochure • Indoor Sports Lighting Solutions brochure • Control-Link® Control System brochure <p>Musco Sports Lighting markets our products through tradeshow, conventions, direct mail and advertising. Musco does targeted, personalized marketing promotions to specific customer groups and would be able to provide information on Sourcewell as appropriate in those promotions. Our National Sales Team would promote Sourcewell by informing qualified customers of this available resource for their use in purchasing their sports lighting system.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Musco regularly provides updates about our team, product, services and projects via our web site (www.musco.com) & social media accounts (Twitter, Facebook & LinkedIn). In addition to the company ran social media accounts, our sales representatives each have a Twitter account that they post updates to on a regular basis.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Musco would anticipate that Sourcewell promotes Musco products and services to their Members through their web site, social media, tradeshow and publications. Musco became an awarded Sourcewell vendor in 2014. Using this tool in our sales toolbox, we have seen the yearly Sourcewell sales significantly increase in a short 4 year period of time. We look forward to continuing to educate eligible members and our Musco Team Members on the benefits of Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to Musco's custom designed, engineered to order lighting systems, our products and services are not available through any e-procurement ordering process.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Musco includes training with the purchase of our products. Our Control-Link Central™ is staffed 24/7 with trained operators whom provide scheduling and report assistance, along with one-on-one phone training.

37	Describe any technological advances that your proposed products or services offer.	<p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p> <p>Musco's Light-Structure System™ has delivered long-term performance for thousands of customers around the world. Lights, structures, and electrical components are engineered to work together. This assures the designed lighting gets in the place and stays there over the life of the system, while also maintaining and protecting the operating environment so the components continue to function. We have included features like easy to reach remote drivers, integrated grounding, and surge protection to ensure the longevity of the LED's sensitive electronic components.</p> <p>For nearly a decade, the Musco Team has been testing the LED light source and applying it on projects where it was the best choice. We have researched LED's distinctive challenges and advantages and applied our knowledge of light control to the unique characteristics of the diode, assuring the quality of lighting for which Musco is known. We have paired our expertise in controlling light with the advancing output of LED to the point that we are confident it's a cost-effective option to consider for recreational facilities. Musco creates controlled light, not floodlights.</p> <p>LED brings many benefits and new opportunities, but it's a tool, not a solution. Controlling LED's intense, "rifle shot" of light is challenging. But with Total Light Control – TLC for LED®, we are able to achieve things never before possible – from pinpoint precision, to instant on/off, to varying light levels for different needs and sport presentation theatrics (choreographed light & music shows).</p> <p>The key issue in sports lighting haven't changed: generating light, projecting it onto the target, keeping it out of the neighborhood and night sky, and creating an operating environment that allows it to last in real world conditions. Musco is able to carve out the area to be lighted and dramatically cut off any impact on the surrounding area. We use more of the light produced by the fixture, lose less light, and don't abuse the neighborhood.</p> <p>With cities and recreational needs growing faster than ever, it's critical to maximize the available resources and make solid decisions about managing and expanding facilities. The Control-Link® System is a reliable, cost-effective control system that helps control, monitor, and manage recreation facility lighting. It can control existing lighting systems and other electrically-operated equipment. Whether for new lighting systems or to upgrade existing lights, the Control-Link® system includes our Control-Link Central™ team, the on-site Control-Link® equipment, and an industry-leading warranty. Our exclusive Control-Link Central™ team is staffed 24/7 to assist with your scheduling and reporting needs.</p> <p>Musco's Light-Structure System™ with Total Light Control – TLC for LED® is backed by an industry-leading 25 year warranty. Musco's Constant 25™ Product Assurance & Warranty program covers all materials and labor to maintain operation of its lighting system to original design criteria for 25 years.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Musco is committed to excellence and leadership in the protection of the environment, and the implementation of sustainable guidelines. We minimize the emissions to air, water, and land through programs to reduce pollution at its source and will conserve energy through the use of energy efficient lighting systems.</p> <p>Product:</p> <ul style="list-style-type: none"> • Musco's Green Generation Lighting® (HID) and TLC for LED® technology are 30 to 80 percent more energy efficient than traditional lighting equipment. • Customized optics direct light onto the desired surface, reducing wasted light into the surrounding area. • Control-Link® system provides remote on/off control, allowing customers to schedule our light systems to help maximize energy efficiency. • Eases pollution by eliminating or reducing the use of hazardous substances and reducing greenhouse gas emissions. <p>Manufacturing:</p> <ul style="list-style-type: none"> • On-site waste management includes recycling manufacturing scrap materials, wooden skids, paper and other packaging materials. • Packaging of our Light-Structure System™ contains between 30 to 50 percent recycled material. • Reusable packaging is used to move components from original fabrication through the complete manufacturing process. • During the spot maintenance and complete system lamping provided by Musco, all HID lamps are recycled to salvage both the mercury and glass. • Reuse water during the manufacturing process and conserve water when possible. <p>Office:</p> <ul style="list-style-type: none"> • Electronic components that are not re-usable due to equipment failure or are below minimum requirements are recycled through and E-Waste Facility. • Use geothermal heating and air conditioning to minimize energy consumption. • Our facilities have automatic toilets and faucets to minimize water usage.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Musco currently does not hold any third-party issued eco-labels, ratings or certifications for our products. With sports lighting being a small piece of the U.S.A. lighting marketplace, categories just don't exist for this type of product. Musco has been the industry leader in developing an industry leading lighting system that provides high quality on field performance and environmental sensitivity to the surrounding area. Energy efficiency, spill and glare control, and field management solutions have been our staple for success in the industry.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Musco Sports Lighting, LLC is not a Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting systems, from foundation to pole top that operates as a complete system. The lighting system comes with our Constant 25™ or Constant 10™ Product Assurance & Warranty Program. Musco's Constant 25™ or Constant 10™ not only covers your product for 25 or 10 years, it guarantees that your light levels will not drop below the designed performance for the warranty period. Musco also includes our Control-Link® system that provides the customer assurance their system will be maintained by Musco for the warrantied period.</p> <p>At Musco, our approach is more than just selling and installing poles and fixtures. We are in the business of selling the right amount light, on and off the facility, for the least amount of cost over the life of the warranty. We work closely with the owner and their consultants to gain a full understanding of the facility, its use and surroundings.</p>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Musco Sports Lighting, LLC has the ability and willingness to provide our products and services to Sourcewell Member agencies in Canada. In Canada, Musco sells under our Canadian company, Musco Sports Lighting Canada Co.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents. Under the Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program, Musco pays any upfront cost for shipping cost, installation cost, any associated rental equipment cost & disposal cost for the replaced equipment.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	With Musco's TLC for LED®, there is no hour usage restriction for our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Program but we do ask for expected usage hours to meet design criteria of the project.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program covers the technicians travel time and mileage to perform any warranty repairs.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Musco will be able to cover all geographic regions of the United States & Canada with our Lighting Services Team that is comprised of trained technical employees specializing in sports lighting that provide field maintenance, warranty work, consulting and temporary lighting. They are regionally based to effectively provide service in every state & Canada. Musco also has a network of contractors located throughout the United States and Canada that we utilize to install and maintain our lighting systems per Musco Constant 25™ and Musco Constant 10™ documents.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, items included in the scope of the Musco sports lighting design, Musco will cover warranty service for those items.	*
48	What are your proposed exchange and return programs and policies?	Due to Musco's custom designed, engineered to order lighting systems, therefore does not require an exchange and return program. Any defective on arrival product or repairs are covered by the Musco Constant 25™ and Musco Constant 10™ Product Assurance & Warranty Program.	*
49	Describe any service contract options for the items included in your proposal.	Musco Sports Lighting, LLC will provide all materials and labor to maintain operation of its lighting system to original design criteria for 25 or 10 years. Musco products and services are guaranteed to perform for the customer as detailed in the Musco Constant 25™ or Musco Constant 10™ documents.	*

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Musco's payment terms are Net 30. A service charge of 1 ½% per month (annual percentage rate of 18%) will be charged on all invoices 30 days past due.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Musco Finance™ was established in 2006, it provides competitive financing solutions that enable customers to realize the benefits of Musco products and services. Hundreds of customers have used these solutions to complete their lighting projects. Musco Finance™ has provided budget-accommodating financing for governmental, commercial, and not-for-profit entities throughout the United States of America.</p> <p>The municipal lease-purchase program, offered by Musco Finance™ provides the funding opportunity many public entities need for facility improvements such as sports lighting. The program provides a flexible, cost-effective means of funding essential renovations and, in many areas, may eliminate much of the time and expense associated with selling bonds for a project. A known set expense can be budgeted annually; freeing entities from budget uncertainties and lowering cash flow impact.</p>	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<ul style="list-style-type: none"> Establish the value & price for the lighting solution with which the customer is comfortable. Present information about Sourcewell as a means by which they can purchase what they want at a beneficial price without having to go through the public bid process. Educate the customer about Sourcewell benefits and the ease of using this cooperative purchasing agreement. Provide the customer with the link to become a Sourcewell Member, if not already. Provide quote reflecting the Sourcewell contract number and award expiration date to customer. Receive PO from customer reflecting that the purchase was utilizing the Sourcewell contract (contract number stated on PO). On a quarterly basis, pull report of Sourcewell purchases, submit & remit payment to Sourcewell. To be submitted using the reporting template provided by Sourcewell. 	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Musco Sports Lighting currently does not accept P-card procurement cards.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Musco Sports Lighting provides a custom designed, engineered to order lighting system, pricing is based per the RFP. This price list should not be considered complete and exhaustive due to the nature of each project being a unique, custom design build situation. Extreme spill and glare concerns, pole locations, and wind zone variance may affect price. RFP quoted pricing is for the most common field designs based on structural code and utilizing IBC 2012, 115 mph, Exposure C.</p> <p>Installations services are available on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Labor and materials for the complete installation, including foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount from list prices offered under this RFP is 5%. The attached price list already takes into account the 5% discount.
56	Describe any quantity or volume discounts or rebate programs that you offer.	As Musco is a custom designed, engineered to order lighting system, there is no quantity or volume discounts available.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Musco will work with the Sourcwell member with the regard to pricing and delivery of any open market and/or non-standard options which would be desired, agree upon desired outcome, reflect this in the customer quote for customer use in issuing a purchase order.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	As Musco is a custom designed, engineered to order lighting system, pricing is based per the RFP. The pricing can also include equipment installation. Labor and materials for the complete installation include, foundations, pole erection, trenching, backfill, conduit, wire, electrical distribution and service cabinet(s) and site restoration shall utilize the current RS Means pricing, coefficient and must also include the appropriate City Cost Index. If the construction project requires, Musco offers pre-shipment of the precast concrete bases. The additional cost for the pre-shipment of the precast concrete bases will vary depending on the location of the lighting project.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Musco's pricing includes delivery within the State of Minnesota to the job site and are for lighting systems materials only. Additional freight cost may be incurred outside the State of Minnesota.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Musco has no specific requirements in regards to Alaska, Hawaii, Canada, or any offshore delivery.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Musco Sports Lighting offers custom designed, engineered to order lighting systems. Products are directly purchased from the company as we have no agents or authorized dealers. When you purchase a complete lighting system from Musco, it is delivered from our dedicated transportation company with Musco Lighting signage on the trucks.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts. <ul style="list-style-type: none"> • Sales Administrator pulls quarterly contract sales report for the cooperative purchasing contract and its associated fee for that time period. • Each contract project PO is checked and validated that it is an awarded contract purchase • Project awarded contract fee is validated as correct • When validation complete, report sent to cooperative purchasing organization • As a checks & balance process, Funding Resource Specialist pulls a Method of Purchase by type report on a quarterly basis and a comparison is done with quarterly contract sales reports to ensure totals for an awarded contract matches on both reports • Invoice documents for projects of a contract member are available for review upon request
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Musco Sports Lighting, LLC proposes a 2% administrative fee calculated as a percentage of the customer contract sales price.

Industry Specific Questions

Line Item	Question	Response *
65	Describe the average life span of your sports lighting systems?	In 2005, Musco started our Musco Constant 25™ or Musco Constant 10™ Product Assurance & Warranty Programs (coverage depends on the lighting system and the original design criteria). Musco has several lighting systems that are over 35 years old that are still in operation today.
66	Describe your process for evaluating on field and off site glare for your sports lighting products?	Musco measures both on field & off site glare by looking at luminous intensity (candela) at various locations. This evaluation is done during the design state of the project. On field – Musco's goal is to have no more than 500 candela at the home plate location while looking at the outfield poles. Similarly, our outfield positions will have no more than 500 candela while looking at the infield poles. Off site – Musco strives to achieve candela equal to or less than 7,000 candela at 150' perimeter around the field. Candela is measured at 5' above grade at 150' perimeter.
67	How many LED sports lighting fixtures, within approx. 1,000 fixtures, do you currently have installed in the marketplace?	Musco Sports Lighting has been developing LED lighting solutions since 2008. Musco's first LED sports application was installed on a soccer field in 2010. Since that time, Musco has installed hundreds of thousands of LED sports lighting fixtures. This is more than any other sports lighting manufacturer in the marketplace.
68	Are there any additional or on-going fees in regards to the operation of your lighting control system?	With Musco's Control-Link®System, there are no additional or on-going fees (including cellular and/or data charges) in regards to the control, monitoring, remote connectivity and alerts of your sports lighting system during the warranted period (25 or 10 years).
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	On a monthly basis, Musco is looking at the total number of projects sold & and how they breakdown by method of purchase (bid, competitive negotiation, cooperative purchase & direct purchase). Several times during the year, we break down the method of purchase by each cooperative purchase contract. These numbers are compared to the previous timeframes and evaluated.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 67. **NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial.zip - Tuesday July 09, 2019 14:14:13
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday July 09, 2019 08:09:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Tuesday July 09, 2019 08:09:56
 - [Pricing](#) - Musco Sports Lighting Sourcewell RFP #071619 Pricing.pdf - Friday July 12, 2019 08:38:03
 - [Additional Document](#) - Company & Product Information.zip - Tuesday July 09, 2019 10:03:41

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER’S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the “Proposer”), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The contents of the Proposer’s proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer’s Proposal.
- 5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 8. The Proposer understands that Sourcewell will reject RFP proposals that are marked “confidential” (or “nonpublic,” etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a “trade secret,” and thus nonpublic data under Minnesota’s Data Practices Act.

The Proposer understands that it is the Proposer’s duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- James Hansen, Secretary

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Musco Sports Lighting, LLC #071619-MSL

Pricing for contract #071619-MSL is provided at 5% off list price to Sourcewell participating agencies. Musco Sports Lighting, LLC is a custom designed, engineered to order lighting system. Any pricing obtained from Musco Sports Lighting, LLC already has the 5% discount applied.

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: The Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Rick Jenkins, Police Chief

DATE: June 22, 2023

SUBJECT: **RESOLUTION – Approving the purchase of Police Boat Engine Replacement for Marine 2 from Nick’s Creative Marine in the amount of \$84,000.00.**

Village Staff is recommending Village Council consideration and adoption of a Resolution approving the purchase of two Mercury V10 400 HP Outboard Motors to replace the current engine in the Marine 2 patrol boat.

Background:

The Police Department utilizes Marine 2 for police operations. The current engine is a 2017 model that is out of warranty and due for replacement. The existing engines will be traded in to reduce the cost of the purchase of the new engines.

Purchasing:

Because this type of purchase generally does not lend itself to the issuance of a competitive solicitation, the Department obtained quotes from three local vendors. However, because the total amount of the purchase will exceed \$50,000, approval of the expenditure requires a waiver of the Village’s purchasing policies and procedures.

The Department obtained the following three quotes:

Nick’s Creative Marine	\$84,000.00
Ocean Breeze	\$86,452.31
Boathouse Marine	\$87,227.00

Funding:

This purchase utilizes funds held in the Village’s Special Projects Fund.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects Fund	Special Projects Fund Expense	Q5541-66410	Automotive	\$84,000

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution authorizing the purchase of two Mercury V10 400 HP Outboard Motors to replace the current engine in the Marine 2 patrol boat in an amount not to exceed \$84,000.00, with funds expended from Account No. Q5541-66410 (Special Projects Fund – Automotive), authorizing the surplus of the existing engines and waiving the Village's purchasing policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF TWO MERCURY OUTBOARD ENGINES FOR THE POLICE DEPARTMENT'S MARINE2 PATROL BOAT FROM NICK'S CREATIVE MARINE, INC.; WAIVING THE VILLAGE'S PURCHASING POLICIES; AUTHORIZING THE SURPLUS OF THE EXISTING ENGINES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited quotes for the replacement of the two outboard engines for the Police Department's Marine2 Patrol Boat and recommended accepting the lowest cost quote submitted by Nick's Creative Marine, Inc.; and

WHEREAS, the two existing engines will be traded in to offset the cost of the new engines; 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 two Mercury V10 400 HP outboard engines for the Police Department's Marine2 Patrol Boat at a total cost of \$84,000.00, with funds expended from Account No. Q5541-66410 (Special Projects Fund – Automotive). In conjunction with this purchase, the Village Council approves the surplus of the existing engines and authorizes their disposal in accordance with Village policies and procedures.

Section 3. In approving this purchase, the Village Council waives all conflicting purchasing policies and procedures.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

Nick's Creative Marine
2280 Avenue L
Riviera Beach FL 33404
561-844-4555

Sold To:

Estimate # 01-EST842

MIKE ABRAMCZYK
NPB POLICE DEPT

HP 954-444-5367 SUZUKINIK@YAHOO.COM

Estimate	Salesperson	Customer	Tax Number	Date	Charge	PO Number
01-EST842	MTT	2409		6/7/2023	N	

INSTALL NEW MERCURY V10 400 MOTORS

SKU	Description	Qty	Retail	Price	Extended
MISC	MERCURY V10 400 HORSEPOWER OUTBOARD MOTORS	1	92000.00	92000.00	92000.00
- NEW 2023 MERCURY V10 400 HP MERCURY OUTBOARD MOTORS					
- PRICE INCLUDES:					
- INSTALLATION OF MOTORS					
- NEW CONTROL BOX					
- NEW KEY SWITCHES					
- ALL HARNESSSES AND CABLES NEEDED FOR REPOWER					
- S.S PROPS BEST FIT TO BOAT					
- MERCURY DIGITAL VESSEL VIEW DISPLAYS					
- NEW POWER STEERING					
- SERIAL NUMBERS TBA					
MISC	TRADE IN VALUE ON MERCURY 350'S	-1	8000.00	8000.00	-8000.00
Parts	84,000.00	Labor	0.00	Other	0.00

Sale Total	84,000.00
Shop Supplies	0.00
Tax	0.00
Grand Total	84,000.00
Deposits	0.00
Amount Due	84,000.00

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
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. Nicholas J Scarfi JK	
2 Business name/disregarded entity name, if different from above Nick's Creative MARK	
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 checked="" 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 691 Pawnee St	Requester's name and address (optional)
6 City, state, and ZIP code Jupiter FL 33458	
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	
152	84-8039
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 6/1/2023
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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.

Service Work Estimate No.: E-101378

CUSTOMER: 106797 NORTH PALM BEACH MARINE DIV

ADDRESS:

NORTH PALM BEAC, FL

SALESMAN: SD

HOME PHONE:

CELL. PHONE:

RECEIVED: 6/1/2023

TECHNICIAN: SHP

WORK PHONE: 954-444-5367

EMAIL: mabramczyk@village-npb.org

PROMISED:

TERMS: CASH/CHECK

VESSEL	ENGINE #1	ENGINE #2	TRAILER
MAKE:	MAKE: MERCURY	MAKE:	MAKE:
MODEL: POLICE BOAT	MODEL: 400XL	MODEL: 400CXL	VIN:
YEAR:	YEAR: 2023	YEAR: 2023	TIRES:
COLOR:	HP: 400	HP: 400	TAG:
STATE R#:	PROP : S/S	PROP: S/S	
H. SER#:	SERIAL:	SERIAL:	
TRANSOM:	DRIVE#:	DRIVE#:	
	MILEAGE: 0	MILEAGE: 0	
ENG. NOTES:			
LOCATION:	TANKS: 0	SIZE: 0.00	
KEY #:	BATTERIES: 0		

THIS IS AN ESTIMATED QUOTE FOR NEW MARINE ENGINES. RIGGING NUMBERS ARE ESTIMATED UNTIL WE SEE THE ACTUAL BOAT

PROBLEMS

CODE	DESCRIPTION
	ESTIMATED QUOTE FOR 2 25" MERCURY 400 V10 ENGINES WITH RIGGING, CONTROLS, WIRING, VESSEL VIEW 903 DISPLAY AND S/S PROP---ANY ADDITIONAL STEERING REQUIREMENTS WILL BE ADDRESSED WHEN WE SEE THE BOAT LATER IN THE YR

PARTS

QTY.	PART#	ID.	DESCRIPTION	BIN #	PRICE	EXTENDED	
1.00	400XL	MER	MERCURY 400HP V10 R		37,850.00	37,850.00	T
1.00	400CXL	MER	MERCURY 400HP V10 C/R		38,350.00	38,350.00	T
2.00			S/S PROPS		1,890.00	3,780.00	
1.00			CONTROLS, VESSEL VIEW, WIRING		9,847.00	9,847.00	T

SALES CODE

QTY.	CODE	DESCRIPTION	PRICE	EXTENDED
-1.00	TRADE	ENGINE TRADE IN	5,000.00	-5,000.00

LABOR

QTY.	CODE	DESCRIPTION	RATE	EXTENDED	
2.00		INSTALL TWO NEW MERCURY 400HP V10 ENGINES	1,200.00	2,400.00	T

I HEREBY AUTHORIZE REPAIR WORK TO BE DONE AS DESCRIBED ABOVE WITH NECESSARY PARTS, TO BE LISTED AT YOUR REGULAR PRICES. I AGREE TO PAY CASH ON DELIVERY OF VESSEL OR ON SATISFACTORY TERMS TO YOU, AND UNTIL PAID IN FULL IT SHALL CONSTITUTE A LIEN ON THIS VESSEL. I FURTHER AGREE THAT YOU WILL NOT BE HELD RESPONSIBLE FOR VESSEL OR ARTICLES LEFT IN VESSEL IN CASE OF FIRE, THEFT, ACCIDENTS OR OTHER CAUSES BEYOND YOUR CONTROL. MY VESSEL MAY BE OPERATED BY YOUR EMPLOYEES FOR TESTS AT MY OWN RISK.

AUTHORIZED SIGNATURE : _____

PARTS:	89,827.00
SALES CODE:	(5,000.00)
LABOR:	2,400.00
OUTSIDE LABOR:	0.00
FUEL, OIL & GREASE:	0.00
SUB-TOTAL:	87,227.00
SALES TAX:	0.00
TOTAL:	87,227.00

STATUS : POSTED
Open Date: 3/17/2023

Ocean Breeze, Inc.
2385-G PGA Blvd
Palm Beach Gardens FL 33410
561-575-2857
Service@oceanbreezeinc.net
http://www.oceanbreezeinc.net/

Repair Order # 5710



CUSTOMER Village Hall, 501 US1 NPB, FL 33408 United States (270) 282-3439	SERVICE WRITER -	HULL SERIAL # XDC92095H404	HOURS OUT 2,200	MILEAGE2 OUT 0
	SALES TYPE Regular or Over the Counter	TAG NUMBER	PERMIT	TERMS COD
	YEAR / MAKE / MODEL 2004 / ZODIAC / INFLATABLE		TAX CODE FL	PROMISED DATE 3/17/2023
	BOAT NAME / KEY LOCATION / BOAT LOCATION / ENGINE #1 / ENGINE #2 / ENGINE #3 / ENGINE #4 / ENGINE MAKE N/A / N/A / N/A / 2B468014 / 2B468190 / N/A / N/A / 350HP L6			

T	Req	Fill	OEM	Item	Description	Bin	Your Price	Amount W	Stat
L	20.00	20.00		LAB	Job #1 Remove & Replace Engines, control box & key switches *** (Labor Could Be more or Less Estimated Time Only)***		185.00	3,700.00	N
M	1.00	1.00		14000015A	VERADO 400 HP XL		35,750.00	35,750.00	N P
M	1.00	1.00		14000016A	VERADO 400 HP CXL		36,225.00	36,225.00	N P
I	1.00	0.00	MER	8M0133243	DUAL PREMIER		2,669.76	0.00	N SO
I	1.00	0.00	MER	893353A04	KT-KEY SWITCH DL		150.29	0.00	N SO
L	1.00	1.00		SHIPPING	SHIPPING *** (TO BE DETERMINED)***		0.00	0.00	N
M	1.00	1.00		BOTTOM PAINT	BOTTOM PAINT		2,015.00	2,015.00	N P
I	2.00	0.00	MER	67755A15	BOLT KIT-6.50 IN		108.25	0.00	N

Estimated		S/O Totals		Totals	
Initial:		Subtotal	3,036.55	Item	0.00
		Sales Tax	212.56	Fee	0.00
		Total S/O	3,249.11	Labor	3,700.00
		Deposit	0.00	Kit	0.00
		Total Due on Pickup	0.00	Misc	73,990.00
				Subtotal	77,690.00
Final:				Shop Fees	70.00
				Ship By UPS	0.00
				Sales Tax	5,443.20
				S/O Deposit Amount	3,249.11
				Total Due	86,452.31
				Total Paid	0.00
				Balance Due	86,452.31

Tax Authority Details

Authority Code	Amount
FL	5443.2000

Payment Details

Type	Amount	Payment Date
------	--------	--------------

Misc Charges

Name	Amount	Tax
Environmental Fee	30.00	2.10
Shop Fees	30.00	2.10
Sublet	0.00	0.00
Misc. Fees, shipping and han	10.00	0.70
Total	70.00	4.90

Repair Order Recommendation

Disclaimer:

Marina fees including storage charges, haul & launch, forklift moves, blocking, etc. are separate charges from labor and parts. All fees must be paid at time of vessel pick up. A deposit is required for any work order requests that require parts /materials/labor of \$500.00 or more. 50% deposit is required at the start of job and the remaining balance is due upon completion of work. Ocean Breeze, Inc. DBA East Jupiter Marine is not responsible for loss or damage to above described product or for articles left in or with product in case of fire, theft, accident, inclement weather conditions or any other cause beyond our control.

I, hereby authorize the above repair work to be done along with the necessary materials, and hereby grant you and/or your employees permission to operate the product herein described on any waterways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above product to secure the amount of repairs. If you are forced to collect any balance owing, I agree to pay interest thereon at the highest lawful rate and

**THE VILLAGE OF
North Palm Beach**

POLICE DEPARTMENT



MEMORANDUM

DATE: June 13, 2023

TO: Chuck Huff, Village Manager

FROM: Police Chief Rick Jenkins

RE: Boat Engine Replacement - Marine 2

The attached three (3) written quotes from Nick's Creative Marine, Boathouse Marine and Ocean Breeze (no option for trade-in) are included to replace the engine on Marine 2 police boat. The current engine is a 2017 model that is out of warranty and due for replacement. This maintenance will be conducted within the warranty period and therefore will have an operational benefit and cost savings to the Police Department. Replacement of the boat engine within the warranty period will be more fuel efficient and will reduce the additional cost associated with repairs. It will also allow for safe operation and response to calls for service. These quotes are for the purchase of Mercury V10 400 HP Outboard Motors. It is recommended to use Nick's Creative Marine for the replacement because they are an established vendor that has previously worked on the boat. They have provided the lowest quote in the amount of \$84,000.00 which includes a trade-in of the existing engine.

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Keith Davis, Fleet Manager

DATE June 22, 2023

SUBJECT: **RESOLUTION – Approving the purchase of four (4) Police Department patrol vehicles pursuant to pricing established in an existing Florida Sheriffs Association Contract, with the outfitting performed by Dana Safety Supply pursuant to an existing City of Miami Contract.**

Village Staff is seeking Council consideration and adoption of the attached Resolution approving the purchase of four (4) Police Department Patrol Vehicles.

During the Fiscal Year (FY) 2024 budgetary process, the Police Department identified its need for vehicles. As a result of limited supply, Staff is requesting that these vehicles be procured prior to FY 2024 utilizing the available funds held in the Village's Special Projects Fund. During the request for quotes, Staff discovered that the vendor has four units that became available as another municipality is not utilizing its full order. The vehicles will need to be painted and equipped to match the North Palm Beach standard.

The following vehicles are requested to be purchased during Fiscal Year 2023:

Police Department Vehicles (Total Purchase Price for four (4) vehicles)

Vendor: Duval Ford and Duval Chevrolet

Vehicle(s): 2023 Chevrolet Tahoe PPV – V8 (Patrol Unit)
2023 Chevrolet Tahoe PPV – V8 (Patrol Unit)
2023 Chevrolet Tahoe PPV – V8 (Patrol Unit)
2023 Chevrolet Tahoe PPV – V8 (Patrol Unit)

Pricing: Florida Sheriffs Association Contract Number FSA 22-Vel30.0 (Vehicles – Annual Contract).

Equipment: Outfitting of the vehicles from Dana Safety Supply utilizing the City of Miami Bid/Contract Number 1301386(26) (Purchase and/or installation of Municipal Vehicle Equipment Citywide).

The cost breakdown by vehicle is shown in the table below:

	Duval Ford/Chevrolet		Dana Safety Supply		Total Cost
Description	Vehicle	Price	Quote #	Price	
Patrol Unit	2023 Chevrolet Tahoe	\$47,574.00	489614	\$18,375.00	\$65,949.00
Patrol Unit	2023 Chevrolet Tahoe	\$47,574.00	489614	\$18,375.00	\$65,949.00
Patrol Unit	2023 Chevrolet Tahoe	\$47,574.00	489614	\$18,375.00	\$65,949.00
Patrol Unit	2023 Chevrolet Tahoe	\$47,574.00	489614	\$18,375.00	\$65,949.00
Total		\$190,296.00		\$73,500.00	\$263,796.00

Funding:

These purchases are identified as ones that can be funded using the Special Projects Fund.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects Fund	Special Projects Fund Expense	Q5541-66410	Automotive	\$263,796.00

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of four Police Department Sports Utility Patrol vehicles acquired from Duval Chevrolet pursuant to pricing established in an existing Florida Sheriffs Association Contract and outfitted by Dana Safety Supply pursuant to pricing established in an existing City of Miami Contract at a total cost of \$263,796.00, with funds expended from Account No. Q5541-66410 (Special Projects Fund Expense – Automotive) 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 PURCHASE OF FOUR CHEVROLET TAHOE SPORT UTILITY POLICE PATROL VEHICLES FROM DUVAL CHEVROLET 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.

WHEREAS, Village Staff recommended the purchase of four 2023 Chevrolet Tahoe Sport Utility Police Patrol Vehicles from Duval Chevrolet pursuant to pricing established in an existing Florida Sheriffs Association Contract (FSA 22-VEL30.0 (Pursuit, Administrative and Other Vehicles)), each equipped to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386(26) (Purchase and Installation of Municipal Vehicle Equipment, Citywide)); 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 four 2023 Chevrolet Tahoe Sport Utility Police Patrol Vehicles from Duval Chevrolet pursuant to pricing established in an existing Florida Sheriffs Association Contract (FSA 22-VEL30.0 (Pursuit, Administrative and Other Vehicles)), each equipped to Village specifications by Dana Safety Supply, Inc. pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386(26) (Purchase and Installation of Municipal Vehicle Equipment, Citywide)). The total cost of the purchase shall not exceed \$263,796.00, with funds expended from Account No. Q5541-66410 (Special Projects Fund Expense – Automotive). The Village Council further authorizes the 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



Village of North Palm Beach

Prepared for:

Village of North Palm Beach
Keith Davis
kdavis@village-npb.org

Contract Holder
Duval Chevrolet
Jared Davis
(Work) 904-381-6595
(Mobile) 904-343-4451
jared.davis@duvalmotor.com
5203 Waterside Dr
Jacksonville, FL 32210

REV: 6/13/2023

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

Pricing through Florida Sheriff's Association 22-VEL30.0 / 22-VEH20.0 contracts. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

\$90

Rate/ Hr

Labor Hours.

Parts Quantity

Code	Equipment	UNIT PRICE	EXTENDED
SPEC 219	2023 Chevrolet Tahoe 4x2 PPV (CC10706) (discounted to Northern Zone)	\$ 37,505.00	\$ 37,505.00
GAZ/H1T	Summit White exterior / Ebony unique cloth interior	\$ -	\$ -
L84/MHU	5.3L V8 / 10-spd automatic	\$ -	\$ -
Z83	Complete Trailering Tow Package	\$ 695.00	\$ 695.00
	Incl heavy-duty receiver hitch, draw bar, 2" ball, pin and clip, 7-way plug	\$ -	\$ -
AMF	Additional key fobs	\$ -	\$ -
D7X3	Spotlight delete	\$ (150.00)	\$ (150.00)
BCV	Auto door lock disable	\$ 49.00	\$ 49.00
1 NSO	Supply and install pillar-mounted spotlight	\$ 725.00	\$ 725.00
1 NSO	Paint vehicle black with exception of the four doors	\$ 6,050.00	\$ 6,050.00
1 NSO	Non-scheduled option: Stock transfer from cancelled agency; difference in concession	\$ 2,700.00	\$ 2,700.00
	Vehicles on the ground; Revised to add aftermarket spotlight		
NOTE			
UNIT COST			\$ 47,574.00

TOTAL QUANTITY	4	TOTAL PURCHASE	\$ 190,296.00
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FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA22-VEH20.0 – Heavy Trucks and Buses

**FSA22-VEL30.0 – Pursuit, Administrative and
Other Vehicles**

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title, and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles and FSA22-VEH20.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2022, and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

Over the last three years, eligible users purchased an average of 5,937 vehicles from these contracts each year. These estimated figures are given as a guideline for bidders preparing bids. Quantities for items depend on many factors, including the vendor's marketing efforts, established business with local governments and products awarded. Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

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The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Items developed by the FSA for bidders to bid on. These items may be unique to FSA and require additional components to the standard manufacturer specifications and equipment.
- B. **Bidder:** A bidder or enterprise that submits a formal bid to the FSA Cooperative Purchasing Program in accordance with the FSA CPP Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- C. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- D. **Build Sheet:** A document from the bidder or manufacturer that confirms that the bid specifications submitted by bidders matches the FSA base specification. Build sheets include, but are not limited to, the factory options list and door data plate info for the vehicles. They provide details such as engine size and transmission, paint codes, production date, axle code etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **Florida Sheriffs Association Cooperative Purchasing Program (FSA):** The entity that administers the Invitation to Bid and contract administration functions for this contract.
- G. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

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- H. **Factory:** Refers to the manufacturer produced products.
- I. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA and is not responsible for final awards.
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base specifications or options.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the factory has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria or with vendor approval.
- Q. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this contract. Purchase orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes items to a purchaser.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by bidders to submit a successful and complete bid.
- S. **Terms & Conditions:** This document serves as the governing contract for the identified FSA contract and bid. Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties.

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- T. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- U. Vendor: The bidder that has been awarded, who agrees to provide the contract items that meet the requirements and base specifications of the contract. The vendor must agree to the contract terms and conditions, which will serve as the governing contract.
- V. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify and agree to comply with federal regulations allowing for the acceptance of federal grant funds. By opting in bidders may be able to accept federal and state grant funds from purchasers. This is not a requirement of the bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of federal compliance. Appendix D outlines federal clauses found to generally apply with the FSA contracts. FSA has taken actions to provide and develop information, materials, and resources for bidders, vendors and purchasers that will assist in the use of federal grant dollars with this contract. It is the responsibility of the purchaser to determine compliance for each vendor, if they wish to use federal grant funds for purchase, or intend to request reimbursements using federal dollars.

See Appendix D for Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards for requirements that apply to this contract and to awarded vendors.

1.11 PATENTS & ROYALTIES

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The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA makes information available to potentially qualified entities publicly available, and conducts additional outreach to qualified:

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

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FSA takes necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, as recommended by 2 C.F.R. § 200.321. FSA will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-identify in the qualification packet whether they meet the state and federal definitions of a disadvantaged business.

1.17 ANTI-DISCRIMINATION

The bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms and Conditions, if issued
- Contract Conditions

FLORIDA SHERIFFS ASSOCIATION

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Contract Terms and Conditions

- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions
- General Conditions

1.22 COMMUNICATIONS

Communications between a bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this bid or in any written addendum to this bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect. FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA bid system constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

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1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

In the event a manufacturer reassigns the product line to an alternate company, the vendor is required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the alternate company is required to submit a Qualifications Packet to the FSA to become an approved vendor prior to conducting any qualified sales. FSA may approve such assignments of existing or new vendors at its discretion. The vendor is required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line. FSA may remove the terminated products from the contract.

1.27 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation. The FSA reserves the right to make multiple awards for each item, if deemed in the best interest of the FSA and the purchasers. Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.28 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

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Pre-award inspection of the bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.29 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance and may require submission of supporting documentation to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement, the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.30 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.31 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.32 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.33 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practical after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of bidders' products or services.

1.34 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie. In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.35 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify vendor's sales. FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may

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select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with vendor's employees, agents, assigns, successors, and third-party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.36 LIABILITY, INSURANCE, LICENSES AND PERMITS

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract. Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.37 BID AND PERFORMANCE BONDS

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

Purchasers may request a performance bond from a vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.38 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.39 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may

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collectively choose to agree to increase or decrease the item base price in one or more zones to maximize awards thus denying purchasers a fair price.

Bidders or vendors who are found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.40 DEFAULT

In case of default on the part of vendor, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.41 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for

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arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.42 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the

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consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order consistent with vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the item is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

1.43 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.44 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the vendor is determined.

1.45 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balance of the contract or cancellation charges.

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Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.46 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- State compliance attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Motor Vehicles Dealer and Brokers license
- Federal compliance attestations
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist 2022
 - Certificates of Insurance due by September 26th for awarded vendors

The qualification packet is located on the bid system.

2.02 LICENSING AND FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If bidders do not have a facility, the bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a bidder does not maintain a facility within the State of Florida, the bidder must have a plan as to how the bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

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The sufficiency of the Warranty Service Plan may be evaluated by the FSA. The FSA reserves the right to request additional information from a bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the bidder's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five business days prior to the contract award date. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor. The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

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All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the vendor.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

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All items covered by this contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid system or FSA base specification. If awarded, bidders must supply an item that either meets or exceeds all the requirements included in the applicable specifications.

The bid specifications are contained in the FSA bid system, may be requested from FSA and are retained within FSA's archive. As part of the bid submission, all bidders will be required to provide information confirmation that the item bid meets the base specification or may have their bid rejected. Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

FSA develops the specifications with subject matter experts and publicly available information. However, FSA does not have access to full details from the manufacturer and relies on bidders to assist in this process. Bidders should immediately notify the FSA of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided herein.

2.06 DISCOUNTS

Discounts listed in FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles, and FSA22-VEH20.0 Heavy Vehicles and Buses bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any item and options. The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts. Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA bid system.

2.08 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a bidder may have to the terms and conditions must be documented in bidder's submission. Exceptions to the item specifications at the time of the bid submission shall reference the item number, make and model. FSA has the discretion to grant or deny, in whole or in part, the bidders requested exception, deviation or contingency to the specifications or terms and conditions. Bidder acknowledges that if FSA rejects the proposed exceptions, the bid may be disqualified.

2.09 MISTAKES

Bidders are expected to examine the item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

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2.10 EQUIVALENTS

Prior to the opening of the bid system, bidders may request item equivalents. The bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to clarify questions on the terms and conditions and to confirm all item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the item specifications are finalized.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each item, make, and model must be priced and bid separately. Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. These prices must be inclusive of all of the components included in the base specification. Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined within these terms & conditions. The administrative fee is three quarters of one percent (.0075).

Prices must be Free On Board (FOB) destination.

2.13 OPTION PRICING

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid system. The bidder shall offer a discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturer's published list price for any options included in the bid submission and quotes to purchasers, if awarded. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each option shall be decided by the bidder. The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base item. Bidders shall NOT use options to create an item that is available as another item bid on this ITB. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the base specification will be determined nonresponsive and

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the bid will be rejected in whole or part by the FSA. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for all factory options. Options available through the factory should be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser. Factory package options are allowable under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid. Government imposed fees should not be included in this option pricing.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the bid system. Section 2.14 contains specific instructions and exceptions for emergency lights and sirens.

2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

"Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties."

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA may request certificates for a vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the bid system. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, bidders may categorize the pricing sheet by item group.

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Items listed below are required for the submission of the pricing sheet:

- Order code
- Description to include manufacturer
- Price (part only)
- Estimated labor hours
- Labor cost per hour

2.15 SUBMITTAL OF BID

Bidders must submit a bid electronically using the bid system. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as required documentation. The bid must be received by the date and time specified on the Bid Calendar seen in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The bid system is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to bidders after registering in the bid system. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, bidders shall:

- Input a bid price for each item by zone.
- Upload files as instructed in the bid system; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this ITB and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The bid system will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA contract title and number, the bidder name, item number, make and model. Information required for the bid submission must comply with the terms and conditions. Each option sheet should include:

- Manufacturer order code
- Description
- Price

Bidders may also choose to add MSRP and the discount offered to their option pricing sheet. If option pricing is not uploaded correctly, FSA may require bidders to correct the issue, but bidders may not modify the price.

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FSA may ask awarded bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA. FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

2.16 ZONE BIDDING

Bidders may bid in one or more geographic zones. The zone map is included in Appendix A. Bidders must submit pricing for each zone they wish to be evaluated.

2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All terms and conditions are applicable throughout the term of the contract and not specific to any given year, make or model.

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2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case-by-case basis, and can result in a limitation of participation in future bids.

2.19 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA will provide a bid inspection period for bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

2.21 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the contract. As set forth in Section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.22 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts; and
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of set forth by these Terms & Conditions, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process.

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FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as non-responsible.

2.23 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by item, by manufacturer, and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by item, by manufacturer and by zone, and determined to be in the best interest of the FSA and the purchaser. FSA has the discretion to consider option pricing in making the award. Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management. See Appendix D, II to 2 CFR Part 200.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.24 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded, through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell items in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity.

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However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the t contacts identified in Section 1.01 of this ITB.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA and the awarded vendor. The terms and conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The vendor shall maintain current contact information with FSA at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the vendor must notify FSA immediately.

3.04 ADDITIONS OR DELETIONS

FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, vendor or manufacturer performance, or the product's lack of relevance.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENT

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design

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- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA may consider other documentation related to the change to national or state standards, but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA may consider substitutions from the same manufacturer.

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3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the vendor without any required additional upfitting by the vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and is to be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

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3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.17 ORDER

To initiate a purchase, a purchase order must be issued to the vendor, which includes:

- FSA contract title and number;
- FSA item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and provided to the purchaser and FSA fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

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If a vendor receives a purchase order for an item for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA base specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. The vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the purchase order.
2. Copy of the FSA base specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification

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by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the item specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. The Local Government Prompt Payment Act will apply to ensure timely payment of vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 PURCHASE ORDERS

The vendor must submit electronic copies of purchase orders within fifteen (15) calendar days of the purchase order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the vendor after this deadline must be submitted to FSA as soon as possible with the date received by the vendor and cause for the delay. Purchase orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the vendor must submit supplemental documentation to FSA at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the vendor will be provided supplied to FSA.

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3.24 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.25 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded vendor.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a quarterly report.

The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

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The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.26 LIQUIDATED DAMAGES

The vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Appendix B Bid Calendars

FSA22-VEL30.0 Pursuit, Administrative and Other Vehicles
FSA22-VEH20.0 Heavy Trucks

BID CALENDAR ITEM	DATE
Bid Announcements	5/17/22 & 5/31/22
Voluntary Workshop for Interested Bidders on Pursuit Rated & Admin	5/4/2022
Voluntary Workshop for Interested Bidders on Heavy Trucks & Buses	5/5/2022
Mandatory Pre-Bid Meeting FSA22-VEL30.0	7/12/2022
Mandatory Pre-Bid Meeting FSA22-VEH20.0	7/13/2022
FSA Bid System Training For Bidders	7/19/2022
Request for Clarifications Due to FSA	7/25/2022
FSA Response to Request for Clarifications	8/1/2022
Cone of Silence	8/4/22-9/16/22
Bid System Open	8/4/2022
Bid Submissions Due	8/25/2022
Public Bid Opening	8/26/2022
Bid Tabulations Posted	8/26/2022
Bid Evaluation	9/13-16/22
Intent To Award Posted	9/16/2022
Effective Date Of New Contract	10/1/2022

* FSA will complete the mandatory pre-bid meeting via ZOOM

For the most up to date information, please refer to <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Register (as appropriate) for the dates published.

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Appendix C: ACH Payments



Protecting. Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

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Appendix D: Federal Clauses

. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.	>\$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 \$150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

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B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)
(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				\$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

This content is from the eCFR and is authoritative but unofficial.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503

Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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.

- (A) Contracts for more than the simplified acquisition threshold, 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.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by

Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) 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).
- (H) 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 governmentwide 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.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the 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.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

FLORIDA SHERIFFS ASSOCIATION

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*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 .F.R. part 633

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FSA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FSA and its contractors access to the sites of performance under this contract as reasonably may be required.

BUS TESTING

49 U.S.C. § 5318(e)

49 C.F.R. part 665

The operator of the bus testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the recipient during the point in the procurement process specified by the recipient, but in all cases before final acceptance of the first bus by the recipient. The complete bus testing reporting requirements are provided in 49 C.F.R. § 665.11. Although no specific certification and bus testing language is required, recipients can draw on the following language for inclusion in their federally funded procurements.

Bus Testing

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America

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requirements in a recipients' bid or request for proposal for state or federally funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11. The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

The Cargo Preference Act of 1954 requirements applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.

The Maritime Administration (MARAD) regulations at 46 C.F.R. § 381.7 contain suggested contract clauses.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FSA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FSA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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CIVIL RIGHTS LAWS AND REGULATIONS

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FSA may issue. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal
2. **Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"** 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FSA may issue.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

It is the policy of the AGENCY and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in government assisted contracts.

It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

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2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the AGENCY deems appropriate.

For the purpose of this Contract, the AGENCY will accept DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the [certifying agency or the Unified Certification Program (UCP)]; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status; or
3. Certified by another agency approved by the AGENCY.

The DBE Certification Program is a Federal Program designed for business owners deemed "socially and economically disadvantaged." A Disadvantaged Business Enterprise (DBE) is a for-profit, independent small business concern that is:

1. At least 51% owned by one or more individuals who are both socially and economically disadvantaged; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

To achieve DBE status a business must meet the following criteria:

1. Must be an existing "for-profit" business that is currently operational;
2. Must meet the federal definition of a small business concern;
3. Must be an independent business which does not depend on its relationships with another firm or firms. If it is a subsidiary of a corporation, the business must still operate in a self-sufficient manner;
4. The qualifying owner(s) must meet the federal definition of "socially and economically disadvantaged" individuals;
5. The qualifying owner(s) must own a minimum of 51% of the company; and have an investment in their company;
6. The qualifying owner(s) cannot have a net worth that exceeds \$1.32 million (excluding the owner's business and primary residence);
7. The qualifying owner(s) must have day-to-day control of operations and possess an expertise in their work specialty.

The Unified Certification Program (UCP) provides "one-stop shopping" where disadvantaged businesses that meet the DBE certification requirements and become certified are eligible to be used to meet the DBE goal requirements on any project with funding from the U.S. Department of Transportation. The UCP eliminates the need for multiple DBE certifications with recipients of funding from the U.S. Department of Transportation (USDOT). In Florida, DBE UCP Certifying Members shall make certification decisions on behalf of all recipients in the state, with respect to participation in the U.S. Department of Transportation DBE Program.

1. The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification and all recipients in the state will honor that certification.

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2. All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR Part 26.
3. A UCP is not required to process an application for certification from a firm having its principal place of business outside the state of Florida if the firm is not certified by the UCP in their "home state", where it maintains its principal place of business.
4. A UCP DBE Directory containing all firms certified by the Florida DBE UCP Program is available to the public electronically, on the internet. The DBE Directory is updated as additions/changes are made. The web address for the DBE Directory is <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

EMPLOYEE PROTECTIONS

49 U.S.C. § 5333(a)

40 U.S.C. §§ 3141 – 3148

29 C.F.R. part 5

18 U.S.C. § 874

29 C.F.R. part 3

40 U.S.C. §§3701-3708

29 C.F.R. part 1926

The recipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. In addition, recipients can draw on the following language for inclusion in their federally funded procurements.

The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the agency, and the Contractor will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all Tiers.

ENERGY CONSERVATION

42 U.S.C. 6321 et seq.

49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FLY AMERICA

49 U.S.C. § 40118

41 C.F.R. part 301-10

48 C.F.R. part 47.4

FLORIDA SHERIFFS ASSOCIATION

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Fly America Requirements

Definitions. As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows: Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The debarment and suspension certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the

FLORIDA SHERIFFS ASSOCIATION
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requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING RESTRICTIONS

31 U.S.C. § 1352

2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J)

49 C.F.R. part 20

The contractor 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The lobbying restrictions certification within the FSA CPP procurement package is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FLORIDA SHERIFFS ASSOCIATION

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PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

49 U.S.C. 5323(m)

49 C.F.R. part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

49 U.S.C. § 5323(l) (1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

The AGENCY may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the AGENCY's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to AGENCY to be paid the Contractor. If the Contractor has any property in its possession belonging to AGENCY, the Contractor will account for the same, and dispose of it in the manner AGENCY directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the AGENCY may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the AGENCY that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the AGENCY, after setting up a new delivery of performance schedule, may allow the

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

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Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The AGENCY, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate Conditions.

If Contractor fails to remedy to AGENCY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from AGENCY setting forth the nature of said breach or default, AGENCY shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude AGENCY from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that AGENCY elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by AGENCY shall not limit AGENCY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of AGENCY goods, the Contractor shall, upon direction of the AGENCY, protect and preserve the goods until surrendered to the AGENCY or its agent. The Contractor and AGENCY shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Applicability to Contracts

All contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Violations and Breach of Contracts clause flow down to all third party contractors and their contracts at every tier. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action. Should

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO: 1301386(26)
DESCRIPTION: PURCHASE AND INSTALLATION OF MUNICIPAL VEHICLE EQUIPMENT CITYWIDE
TERM OF CONTRACT: THREE (3) YEARS, WITH OTR FOR ONE (1) ADDITIONAL TWO (2) YEAR PERIODS
CONTRACT PERIOD: JULY 26, 2021 THROUGH JULY 25, 2024
COMMODITY CODE: 05557-00

SECTION #1 – VENDOR AWARD

Dana Supply, Inc.
1620 NW 82nd Ave.
Doral, FL 33126
Contact: Mark Seigny
Phone: (800) 854-5536
Email: mseigny@1dss.com

Public Safety Supply, LLC
750 West 18th Street
Hialeah, FL 33010
Contact: Alberto Espinosa
Phone: (305) 986-1373
Email: fireal@me.com

The Shyft Group Upfit Services, Inc.
dba Strobes-r-us
1541 Reynolds Road
Charlotte, MI 48813
Contact: Ryan L. Roney
Phone: (517) 997-3803 x3803
Email: Ryan.Roney@theshyftgroup.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE:	JULY 8, 2021	AMENDED AMOUNT:	N/A
RESOLUTION NO:	21-0284	INSURANCE REQUIREMENTS:	YES
FILE ID:	9151	PERFORMANCE BOND:	N/A
TOTAL CONTRACT AMOUNT:	N/A	APPLICABLE ORDINANCES:	N/A

Notes: CONTRACT PERIOD: JULY 26, 2021 THROUGH JULY 25, 2024

SECTION #3 - REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF GSA
Contract Administrator: John Babos
Phone: (305) 329-4874

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Cris Lima
Phone: (305) 416-1904

Prepared By: Aimee Gandarilla, 7/13/2021

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE SUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
WWW.MIAMIGOV.COM/PROCUREMENT

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	489614
Customer No.	NPBPD

Bill To
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY 1 NORTH PALM BEACH, FL 33408

Ship To
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY 1 NORTH PALM BEACH, FL 33408

Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525
E-mail: ghachigian@village-npb.org

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Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
06/09/23	GROUND SHIPMENT			FOB DESTINATION	(4) TAHOE PATROL	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		KEITH / HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	Y	ENGSA5200RSP SOI 500 SERIES 200WATT DUAL TONE BTNN SIREN Warehouse: MIAM SOI: SOUND OFF @ 45% OFF, LIST PRICE \$1,896.00			695.0000	2,780.00
4	4	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: MIAM SOI: SOUND OFF @ 45% OFF, LIST PRICE \$708.0			285.0000	1,140.00
4	4	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: MIAM SOI: SOUND OFF @ 45% OFF, LIST PRICE \$507.00			200.0000	800.00
12	12	Y	ENGND04101 SOI REMOTE NODE Warehouse: MIAM SOI: SOUND OFF @ 45% OFF, LIST PRICE \$454.00			155.0000	1,860.00
12	12	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: MIAM SOI: SOUND OFF @ 45% OFF, LIST PRICE \$86.00			36.0000	432.00
8	8	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MIAM SOI: SOUND OFF @ 45% OFF, LIST PRICE \$389.00			145.0000	1,160.00

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
06/09/23	GROUND SHIPMENT		FOB DESTINATION	(4) TAHOE PATROL	NET30	
Entered By			Salesperson	Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami	KEITH / HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	ETSSVBK07 SOI 2021 TAHOE SPEAKER BRACKET ASSY FOR 2 100J SPEAKER Warehouse: MIAM SOI: SOUND OFF @ 45% OFF, LIST PRICE \$65.00		30.0000	120.00
4	4	Y	ENFWB00EKC SOIChevrolet Tahoe (2021) Split Front DUO RW/BW Warehouse: MIAM Chevrolet Tahoe (2021-22) Split Front (DRV) D12 D12 D12 D12 D12 D12 D12 (PAS) R_W R_W R_W R_W B_W B_W B_W B_W Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS# QE111959		865.0000	3,460.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,108.00 EMPAK00FFD SOI MPOWER ARROW KIT, 8 MOD 18 LED TRIO LIGHTS Warehouse: MIAM Chevrolet Tahoe (2021-22) 8 Mod Split Rear (DRV) T18 T18 T18 T18 T18 T18 T18 T18 (PAS) RBW RBW RBW RBW X X RBW RBW RBW RBW Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS# QE111959 SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,968.00		1,225.0000	4,900.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
24	24	Y	EMPS4STS5RBW SOI MPOWER HD 4" 18-LED STUD MNT R/B/W Warehouse: MIAM (6) PUSH BUMPER		106.0000	2,544.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: MIAM (2) FRONT CORNER LED'S		58.0000	464.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00 ELUC3H010R SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED Warehouse: MIAM (2) REAR CORNER LED'S		58.0000	464.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00 ELUC3H010B SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE Warehouse: MIAM (2) REAR CORNER LED'S SOI: SOUND OFF @ 45% OFF, LIST PRICE \$166.00		58.0000	464.00

Print Date	06/09/23
Print Time	04:18:46 PM
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Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		KEITH / HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
8	8	Y	EMPS1STS4RBW SOI MPOWER FASCIA 3"12-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM (2) UNDER SIDE VIEW MIRROR		99.0000	792.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$242.00 PMP1BKUMB4-D SOI MPOWER 3" UNDER MIRROR BRKT (EA) Warehouse: MIAM (1) UNDER MIRROR BRACKETS		16.0000	128.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00 PMP1BKUMB4-P SOI MPOWER 3" UNDER MIRROR BRKT (EA) Warehouse: MIAM (1) UNDER MIRROR BRACKETS		16.0000	128.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00 EMPS1QMS4RBW SOI MPOWER FASCIA 3" 12-LED QUICK MNT RED/BLUE/WHITE Warehouse: MIAM (2) FRONT FACING ON SIDE VIEW MIRROR, AT 45° ANGLE SOI: SOUND OFF @ 45% OFF, LIST PRICE \$242.00		99.0000	792.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote

Telephone: 800-845-0405

Sales Quote No.	489614
Customer No.	NPBPD

Bill To
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY 1 NORTH PALM BEACH, FL 33408

Ship To
NORTH PALM BEACH POLICE DEPT 560 US HIGHWAY 1 NORTH PALM BEACH, FL 33408

Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525
E-mail: ghachigian@village-npb.org

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
06/09/23	GROUND SHIPMENT		FOB DESTINATION	(4) TAHOE PATROL	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		KEITH / HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
8	8	Y	PMP1WDG05B SOI MPOWER 3" 5 DEGREE WEDGE BLACK Warehouse: MIAM (2) FRONT FACING ON SIDE VIEW MIRROR, AT 45° ANGLE BRACKETS		6.0000	48.00
32	32	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$13.00 EMPSA05C3-8 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/WHITE Warehouse: MIAM (2) REAR SIDE DOORS (2) REAR SIDE CARGO WINDOWS (4) REAR LOWER WINDOW / REAR HATCH		161.0000	5,152.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$391.00 EMPSA05C3-6 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/AMBER Warehouse: MIAM (2) REAR LOWER WINDOW / REAR HATCH SOI: SOUND OFF @ 45% OFF, LIST PRICE \$391.00		161.0000	1,288.00

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Entered By		Salesperson		Ordered By	Resale Number	
Edwin Salgado		EDWIN SALGADO-Miami		KEITH / HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
40	40	Y	PMPSABKDGAJ SOI Adjustable mounting bracket for 4x2 MPower Warehouse: MIAM (2) REAR SIDE DOOR BRACKET (2) REAR SIDE CARGO WINDOW BRACKET (6) REAR LOWER WINDOW / REAR HATCH		18.0000	720.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$41.00 EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM (2) REAR LIC. PLATE		106.0000	848.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WH Warehouse: MIAM (2) REAR LOWER QUARTER PANEL SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00		106.0000	848.00

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06/09/23	GROUND SHIPMENT			FOB DESTINATION	(4) TAHOE PATROL	NET30	
Entered By			Salesperson		Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami		KEITH / HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
16	16	Y	EMPS2001P-6 SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/AMB Warehouse: MIAM (2) UNDER REAR HATCH DOOR (2) REAR FACING LOWER BUMPER			106.0000	1,696.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$272.00 PMP2WDG15B SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: MIAM (2) REAR FACING LOWER BUMPER			6.0000	48.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$13.00 ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: MIAM (2) RUNNERS			275.0000	2,200.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$624.00 PSLVBK03 SOI NLINE RUNNING LIGHTS MOUNT 2021 TAHOE Warehouse: MIAM (2) RUNNER BRACKETS SOI: SOUND OFF @ 45% OFF, LIST PRICE \$47.00			21.0000	168.00

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06/09/23	GROUND SHIPMENT		FOB DESTINATION	(4) TAHOE PATROL	NET30	
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Edwin Salgado		EDWIN SALGADO-Miami		KEITH / HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: MIAM (1) DRIVER DOME LIGHT		62.0000	248.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$137.00 ECVDMLTST2 SOI INTERIOR DOME LIGHT,FLUSH SURF MNT 7" X 3"-WHI Warehouse: MIAM (1) PRISONER DOME LIGHT (1) REAR HATCH DOOR		37.0000	296.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$82.00 7170-0848-05 GJ 2021+ Chevrolet Tahoe Wide Body Consot Warehouse: MIAM PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, VERTICAL MOUNT AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 7160-0339 (SIREN) 1- 15082 (3 CIG./ USB PLATE) ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION. ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$1,092.42		599.0000	2,396.00

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06/09/23	GROUND SHIPMENT		FOB DESTINATION	(4) TAHOE PATROL	NET30	
Entered By			Salesperson	Ordered By	Resale Number	
Edwin Salgado			EDWIN SALGADO-Miami	KEITH / HATCH	85-8012646341C-6	
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: MIAM MOUNTS TO POST OR TO FLAT SURFACE (DASH, DOGHOUSE, OR CONSOLE) ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$419.00		210.0000	840.00
4	4	Y	7160-0429 GJ VEHICLE SPECIFIC EXTERNAL ARM REST Warehouse: MIAM GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$255.00		129.0000	516.00
4	4	Y	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: MIAM GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$108.00		60.0000	240.00
8	8	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY Warehouse: MIAM FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. *****GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$41.00		22.0000	176.00

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Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method			
06/09/23		GROUND SHIPMENT		FOB DESTINATION		(4) TAHOE PATROL		NET30			
Entered By			Salesperson			Ordered By			Resale Number		
Edwin Salgado			EDWIN SALGADO-Miami			KEITH / HATCH			85-8012646341C-6		
Order Quantity	Approve Quantity	Tax	Item Number / Description					Unit Price	Extended Price		
4	4	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: MIAM WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$495.00					250.0000	1,000.00		
4	4	Y	PK1151TAH21 SMC 10VS XL C UNCOATED POLY PARTITION Warehouse: MIAM #10XL C Uncoated Polycarbonate With Expanded Metal Window Security Screen. Include Recessed Panel & Lower Extension Panels. 2021+ CHEVY TAHOE					706.0000	2,824.00		
4	4	Y	SMC: SETINA @ 30% OFF, LIST PRICE \$1,009.0 QK2024TAH21 SMC 2021 TAHOE #12 VS Coated Poly w/ Replacement Seat Warehouse: MIAM OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12 Coated Polycarbonate Cargo Partition SMC: SETINA @ 30% OFF, LIST PRICE \$1,668.00					1,167.0000	4,668.00		

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4809 KOGER BLVD
GREENSBORO, NC 27407

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Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
06/09/23	GROUND SHIPMENT		FOB DESTINATION	(4) TAHOE PATROL	NET30	
Entered By			Salesperson	Ordered By		Resale Number
Edwin Salgado			EDWIN SALGADO-Miami	KEITH / HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	WK0514TAH21 SMC REAR WINDOW BARRIER Warehouse: MIAM SMC: SETINA @ 30% OFF, LIST PRICE \$319.00		223.0000	892.00
4	4	Y	GK10301S1UHK SMC DUAL T-RAIL MOUNT 1 SM 1 UNIV HK Warehouse: MIAM ** Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override ** SMC: SETINA @ 30% OFF, LIST PRICE \$509.00		355.0000	1,420.00
4	4	Y	TK0254TAH21 SMC CARGO BOX Warehouse: MIAM TOA TRAY, OPEN TOP WITH ANCHOR POINTS BSK BASE SLIDING WITH KEY LOCK SMC: SETINA @ 30% OFF, LIST PRICE \$1,529.00		1,070.0000	4,280.00
4	4	Y	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) Warehouse: MIAM RADIO TRAY FOR CARGO BOX WITH NO LOCK ***** SMC: SETINA @ 30% OFF, LIST PRICE \$389.00		270.0000	1,080.00
4	4	Y	36-4045 Westin 2021 Chevy Tahoe Elite Push Bumper Warehouse: MIAM WESTIN @ 10% OFF, LIST PRICE \$ 758.36		525.0000	2,100.00

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06/09/23	GROUND SHIPMENT			FOB DESTINATION	(4) TAHOE PATROL	NET30	
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Edwin Salgado			EDWIN SALGADO-Miami		KEITH / HATCH		85-8012646341C-6
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
4	4	Y	36-4045WC WESTIN Wire Cover <div>Warehouse: MIAM</div> <div>WESTIN @ 10% OFF, LIST PRICE \$ 50.56</div>			35.0000	140.00
4	4	Y	36-6015SMP4 Westin, Elite Push Bumper Light Channel <div>Warehouse: MIAM</div> <div>WESTIN @ 10% OFF, LIST PRICE \$ 50.56</div>			35.0000	140.00
4	4	Y	WAG-3718 WAG SLIMLINE 800W INVERTER <div>Warehouse: MIAM</div> <div>(1) POWER INVERTER</div>			89.0000	356.00
4	4	Y	WAG: 3% OFF CATALOG NOT LISTED. LIST PRICE \$ 114.95 ML150LR-1019 MAG LED RECHARGEABLE FLASHLIGHT, A/C & DC ADAPTERS <div>Warehouse: MIAM</div> <div>MAGLITE @ 15% OFF, LIST PRICE 150.00</div>			125.0000	500.00
8	8	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT <div>Warehouse: MIAM</div> <div>CATALOG NOT LISTED @ 3% OFF, LIST PRICE \$ 39.95</div>			38.0000	304.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	SHOP-MIAMI MISC INSTALLATION SUPPLIES I.E. Warehouse: MIAM CUSTOM WIRE HARNESS, 100 AMP RESETTABLE BREAKER, 6 GANG FUSE PANEL, (2) EXTENSION CABLE FOR POWER INVERTER AND TERMINAL BOXES. TERMINAL BOXES TO BE MOUNTED ON FRONT CONSOLE. LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****		150.0000	600.00
4	4	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM INSTALLATION BY EVT CERTIFY INSTALLERS. INSTALL INCLUDES ALL ABOVE EQUIPMENT PLUS THE BELOW ITEMS THAT THE CUSTOMER WILL PROVIDE PRIOR BEGINNING OF VEHICLE BUILD, * STALKER RADAR W/ 2 ANTENNAS LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 45.0		2,925.0000	11,700.00
4	4	N	INSTALL DSS INSTALLATION OF POLICE RADIO Warehouse: MIAM INSTALL OF CUSTOMER PROVIDED POLICE RADIO W/ ROOF MOUNTED ANTENNA. LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 3.0		195.0000	780.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
4	4	Y	TINT-MIAMI 7 TINT MIAMI (7) WINDOWS / SUV W/SUNSTRIP Warehouse: MIAM PER MIAMI CONTRACT: ADD-ON Services - Window Tinting with Labor Included for Sports Utility Vehicles. 15% ALL AROUND 15% SUNSTRIP ** 2023 CHEVY TAHOE PPV, PATROL UNIT ** ** PRICES PER CITY OF MIAMI CONTRACT #1301386 WITH ADDITIONAL DISCOUNT APPLIED. ** Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		140.0000	560.00

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Subtotal	73,500.00
Freight	0.00
Order Total	73,500.00



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com