

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • NOVEMBER 12, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. POSITIVITY AWARD - NONE**3. PRESENTATIONS**

- 1. 2019 Student Government Day - Certificates of Recognition
(Requested by Valerie Manning, City Clerk)

4. RECESS THE CC MTG & CONVENE AS THE CRA**5. CRA AGENDA**

- 1. -2019-R-72 CRA - a Resolution by the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

6. ADJOURN AS THE CRA & RECONVENE THE CC MTG**7. PUBLIC COMMENTS****8. APPROVAL OF MINUTES**

- 1. Minutes - October 22, 2019, Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

9. CONSENT AGENDA - ITEMS (1 - 11)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution -2019-R-73 A Resolution by the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)

2. Resolution -2019-R-74 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

3. Resolution -2019-R-75 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using the FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. Resolution -2019-R-76 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 87013945 with Ferguson Enterprises, Inc., for the Purchase of the Fiscal Year 2019-2020 Supply of Plumbing Supplies for the Water Treatment Plant and Water Distribution System for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

5. Resolution -2019-R-77 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2019-2020 Supply of Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

6. Resolution -2019-R-78 A Resolution of the City of Holly Hill, Florida, Authorizing a the City Manager to Execute a Contract Renewal to Piggyback the Agreement with the City of Jacksonville for Foreclosure Registrations with Prochamps, 2725 Center Place, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

7. Resolution -2019-R-79 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

8. Resolution -2019-R-80 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Annual Purchase Order with Allied Universal Corporation Under the Price Schedule Set Forth Herein; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

9. Memorandum of Understanding Holly Hill Police Department and the Panama City Police Department For the Use of Traffic and Criminal Software TraCS Software Program

(Requested by Steve Aldrich, Police)

10. Disposal of Fixed Assets

(Requested by Stella Gurnee, Finance)

11. Support Letter for the Conversion of Span Wire Signals to Mast Arms Signals at Four Intersection Along Ridgewood Avenue

(Requested by Antoine Khoury, Public Works)

10. REGULAR AGENDA

1. Resolution -2019-R-81 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Expend an Additional \$33,000 for the Completion of the Sunrise Park South Improvements Project; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

11. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance -2019-O-3023 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Police Officers Pension Trust Fund Board of Trustees to Possess Investment Authority in Conformance with the Standards Set Forth in Chapter 185.06 of the Florida Statutes; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification, Providing for Severability, Providing for an Effective Date.

(Requested by Steve Aldrich, Police)

12. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. City Commission Comments
- D. Mayor's Comments

i. Appointing Vice-Mayor**13. ADJOURNMENT**

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she 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. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2737)

3.1

Meeting: 11/12/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2737

2019 Student Government Day - Certificates of Recognition

Students that attended are attached to this agenda item.

STUDENT GOVERNMENT DAY – OCTOBER 23, 2019

UBIC LIST OF STUDENTS

NOVEMBER 12, 2019 CITY COMMISSION MEETING

- | | | |
|--------------------|------------------------|-----------------------|
| 1. Samuel Johnson | 16. Tony Le'Cates | 31. Hannah McKeown |
| 2. Izabella Neff | 17. Mikenna Rodgers | 32. Sebastian McKeown |
| 3. Ian Fox | 18. Kaitlyn Grimes | 33. Rosa Santos |
| 4. Angela Bell | 19. Justus Lee | 34. Mackenzie Wharton |
| 5. Jaidyn Muller | 20. Develon Lucas | 35. C.J. Toby |
| 6. Lexi Lee | 21. Kiley Hughes | |
| 7. Aedan Eriks | 22. Tahlia Cuevas | |
| 8. Aryalee Hammock | 23. Elisha Johnson | |
| 9. D.J. Hill | 24. Aria McKeown | |
| 10. Drago Anderson | 25. Ricky Semmens | |
| 11. Kaylee Mignery | 26. Jeremiah Gartner | |
| 12. Josi Lee | 27. Keira Mignery | |
| 13. Ian McKeown | 28. Amberlynn Hurtbise | |
| 14. Ethan Henning | 29. Gunnar Eriks | |
| 15. Buck Fulford | 30. Kayleigh Goodson | |

HOLLY HILL K-8 **LIST OF STUDENTS**

- | | |
|----------------------|----------------------|
| 1. Leah Butler | 16. Justin Ripoli |
| 2. Bianca Black | 17. James Rodriguez |
| 3. Samantha Boardman | 18. Karmen Williams |
| 4. Devon Ojeda | 19. Evalynne Laffoon |
| 5. Jazmin Cancino | |
| 6. Nick Rosa | |
| 7. Eric Soliman | |
| 8. Kiera Williams | |
| 9. Josh Wiggins | |
| 10. Karron Bryant | |
| 11. Trevor Hook | |
| 12. Nixon Nery | |
| 13. Dalmarith DeLeon | |
| 14. Ashley Daugherty | |
| 15. Joshua Nelson | |



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

5.1

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: CRA - a Resolution by the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-72
APPLICANT:
PLANNER:

DISCUSSION:

The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (interceptors), approved in the 2019/2020 budget, that are available under the Charlotte County Contract # 2018000509. This contract extends and guarantees to any and all units of local governments / political subdivisions.

The current renewal of the contract will expire on September 30, 2020. The goal of the city is to use this contract to purchase city vehicles and equipment under the contract terms and conditions.

Items requested to be purchased this year include:

One police vehicle slick top (interceptor) for \$42,910.75.

One police vehicle (lights n top interceptor) for \$43,472.75.

Total request expenditure is \$86,383.50. The total amount budgeted for these vehicles is \$86,000.00 Recommend that the shortfall of \$383.50 be funded from CRA Reserve funds.

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Florida Sheriffs Associations is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL

ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 and a budget transfer request to ensure that funding is available for all purchases.

STAFF RECOMMENDATION:

That the Community Redevelopment Agency (CRA) approve the Resolution as submitted by staff.

COMMISSION

GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASES.

ATTACHMENTS:

- Charolette-Co-Awad(PDF)

- Charlotte-County-RENEWAL SIGNED-19-20 (PDF)
- 2020 Interceptor Slick Top Utility Quote (PDF)
- 2020 Interceptor MARKED Utility Quote (PDF)
- Budget Transfer (PDF)

CRA Resolution No. 2019-72

CRA - A RESOLUTION BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

WHEREAS, the City of Holly Hill desires to purchase vehicles under Charlotte County Vehicle Purchase contract, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Florida Sheriff Association Cooperative Purchasing Program, any exhibits attached thereto, and any other related documents and, (ii) the execution

and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Florida Sheriffs Association, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1: Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Deland Nissan and ARS Powersports purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F - 3.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

9/25/2018

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #18-509, Vehicles - Annual Contract, for a 4.06% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options, to Bartow Ford. Term of contract is from October 1, 2018 through and including September 30, 2019; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent.
This annual contract allows for the purchase of Ford vehicles on an 'as needed' basis.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action

No action needed. Funding was approved during the FY2018 budget process.

Financial Impact Summary Statement

The costs will be charged back to the department through the Fleet Management Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder (they gave the highest discount). Don Gasgarth Charlotte County Ford, who claimed status as a local business, was within 5% of the bid submitted by Bartow Ford. They were given the opportunity to submit a best and final offer. They declined to do so.

ATTACHMENTS:

File Name	Description	Upload Date	Type
185094.pdf	tabsheet	8/31/2018	Backup Material
Bartow Ford.pdf	submittal	8/31/2018	Backup Material

Attachment: Charlotte-Co-Awad (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated Vehicles)



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509**

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ►	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ►	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Attachment: Charolette-Co-Awad (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

- () Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD
(This form to be returned)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 185094. No information regarding the submittal will be divulged over the telephone.

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 8/21; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. 2, Dated 8/27; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation X

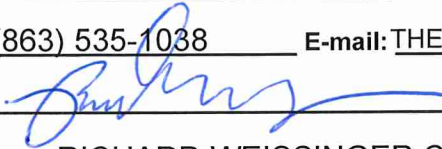
Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW, FL ZIP 33830

Telephone: (813) 477-0052 Fax Number: (863) 535-1038 E-mail: THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: 

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SAL

Date: 8/29/18
(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / ST</u>
2. <u>TRAILER HITCH</u>	2. <u>FORD / DURA LINER / RHINO LININGS / LINE</u>
3. <u>CRANES</u>	3. <u>VENTURO / AUTO CRANE / LIFT MOORE</u>
4. <u>LIFTGATES</u>	4. <u>TOMMY GATE / WALTCO</u>
5. <u>TRUCK & VAN ACCESSORIES</u>	5. <u>MASTER RACK / RANGER / ARDIEN STEEL</u>
6. <u>UTILITY & STAKE BODIES</u>	6. <u>KNAPHEIDE / READING / PREMIER</u>
7. <u>DUMP BODIES</u>	7. <u>KNAPHEIDE / RUGBY / VENCO / GODWIN</u>
8. <u>ALUMINUM DUMP BODY INSERTS</u>	8. <u>TRUCK CRAFT / EZ DUMPER</u>
9. <u>LAP TOP MOUNTS</u>	9. <u>HAVIS / JOTTO / GAMBER</u>
10. <u>SERVICE & PARTS MANUALS</u>	10. <u>HELM PUBLISHING</u>
11. <u>REAR MOUNTED CAMERA</u>	11. <u>THIS IS NOW A FACTORY ITEM</u>

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Dated


8/28/18

Name of Bidder: BARTOW FORD

(This form to be returned)

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2019 **To:** 9/30/2020

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. True **Phone:** 941-743-1549 **Fax:** 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Daniels, Harold Digitally signed by Daniels, Harold
Date: 2019.08.22 10:41:16 -0400 Hal Daniels 8/22/2019

Requested by: Richard Weissinger
Bartow Ford

See Attached

Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Burger, Gordon Burger, Gordon
Sep 10 2019 2:09 PM
cosign

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Kimberly Corbett Kimberly Corbett
Sep 10 2019 2:12 PM
cosign

Signature/Date

Approved by: Ray Sandrock
County Administration

Raymond Sandrock Raymond Sandrock
Sep 10 2019 3:17 PM
cosign

Signature/Date

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2019 **To:** 9/30/2020

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. True

Phone: 941-743-1549

Fax: 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Requested by: Richard Weissinger
Bartow Ford

Richard Weissinger
Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Ray Sandrock
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2018000509 Title: Vehicles - Annual Contract
 Department: Budget and Administrative Services / Fleet Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Kim Batey Date: 9/11/2019

Attachment: Charlotte-County-RENEWAL SIGNED-19-20 (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen Inneredge Lightbar with LED Takedown Lights, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6 Head 3 Red / 3 Blue Lightstick with Traffic Advisor Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics Bartow Ford Custom Installation.	\$7,837.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$42,910.75

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: 2020 Interceptor Slick Top Utility Quote (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen 55" Legacy Lightbar with FULL LED Takedown Lights WITH Amber Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6 Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: 2020 Interceptor Slick Top Utility Quote (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated

October 30, 2019

**City of Holly Hill
LT. Yates**

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen 55" Legacy Lightbar with FULL LED Takedown Lights WITH Amber Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6) Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: 2020 Interceptor MARKED Utility Quote (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2019-2020

Requesting Department

Finance

Date

11/4/2019

TAKE FUNDS FROM ACCOUNT NUMBER:

130-8110-589.99-10

ACCOUNT DESCRIPTION:

Reserve Funds

AMOUNT:

384.00

Total

384.00

ADD FUNDS TO ACCOUNT NUMBER:

130-8110-580.64-00

Capital Equipment

384.00

Total

384.00

Purpose of Transfer: (include as much detail as possible)

Transfer funds to cover vehicle purchase.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Step 1/ Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date

Attachment: Budget Transfer (2019-R-72 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated Vehicles)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

8.1

MEETING DATE: November 12, 2019
FROM: Valerie Manning
SUBJECT: Minutes - October 22, 2019, Regular City Commission Meeting
NUMBER: (ID # 2733)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the October 22, 2019 regular City Commission meeting.

MOTION:

Approve minutes as submitted by staff.

- Minutes - October 22, 2019 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 22, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. PRESENTATIONS

1.

Proclamation for Noah Standridge

(Requested by Valerie Manning, City Clerk)

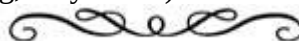
RESULT: NO VOTE NEEDED



2.

Positivity Award - Simply Gina's - Dan and Gina Farmer

(Requested by Valerie Manning, City Clerk)



3. PUBLIC COMMENTS

Attachment: Minutes - October 22, 2019 - Regular City Commission meeting (2733 : Minutes)

The following individuals spoke to the Mayor and City Commissioners: Jim Schultz, 117 Harvard Drive, Ormond Beach and Jim Legary, 342 Burleigh Avenue, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - September 24, 2019 Social Media Workshop, September 24, 2019 Regular City Commission and Budget Meeting and October 8, 2019 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 22nd day of October, 2019, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda or if any member of the Commission or staff would like to pull an item for further discussion.

Staff removed Consent Agenda item #4, Central Square Click2Gov ERP Upgrade. No one else discussed or pulled any other item.

1. -2019-R-70 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead and Hunt to Provide Professional Services for the FY2019 and FY2020 Roadway Resurfacing Program Not to Exceed \$45,319.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION 2019-R-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2019 AND FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$45,319.00;

PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2020 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$45,319.00.

WHEREAS, the City has planned for a City-wide multi-year resurfacing program; and

WHEREAS, the City desires to proceed with the work required for the FY2020 portion of the program; and

WHEREAS, the scope of services from Mead and Hunt includes base maps to designate the proposed work limits and conducting field reviews of the roadway to develop the required resurfacing work for each roadway segment; and

WHEREAS, the scope of services also includes design, permitting, bidding services, construction administration, and inspection; and

WHEREAS, Mead and Hunt have also established an allowance for a geotechnical sub-consultant effort.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the FY2020 Roadway Resurfacing Program not to exceed \$45,319.00.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of OCTOBER, 2019.

Enacted and approved this 22nd day of October, 2019, in Holly Hill



2. -2019-R-71 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the Authorization of the Continuation of the Memorandum of Understanding by and Between the City of Holly Hill, Florida, and Concerned Citizens for Animal Welfare (Ccfaw)

Renewing a Trap/Neuter/Return (Tnr) Program for the Control of the Free Roaming Cat Population; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE AUTHORIZATION OF THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE AUTHORIZATION OF THE CONTINUATION OF THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF HOLLY HILL, FLORIDA, AND CONCERNED CITIZENS FOR ANIMAL WELFARE (CCFAW) RENEWING A TRAP/NEUTER/RETURN (TNR) PROGRAM FOR THE CONTROL OF THE FREE ROAMING CAT POPULATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted Resolution 2019-R-55 authorizing the continuation of the MOU between the City and CCFAW and a fee schedule from the Halifax Humane Society Redinger Clinic; and

WHEREAS, the Halifax Humane Society Redinger Clinic has made changes to their fee schedule for the period between October 1, 2019 and September 30, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission approves the new fee schedule of the Halifax Humane Society Redinger Clinic.

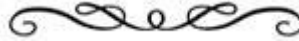
SECTION 2. SEVERABILITY If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of OCTOBER, 2019.

Enacted and approved this 22nd day of October, 2019, in Holly Hill



3.

FDOT Grant - 2020 Aggressive Driving and Speed Enforcement Program SUB-2020-Holly Hill-00028 Project Number (SC-20-13-24)

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



4.

Central Square Click 2 Gov ERP Upgrade

(Requested by Stella Gurnee, Finance)

RESULT:	REMOVED FROM AGENDA
----------------	----------------------------



5.

Correct Scrivener Errors in Adopted Fee Schedule as Set by Resolution 2019-R-47

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 22nd day of October, 2019, in Holly Hill



6. REGULAR AGENDA

1. -2019-O-3023 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Police Officers Pension Trust Fund Board of Trustees to Possess Investment Authority in Conformance with the Standards Set Forth in Chapter 185.06 of the Florida Statutes; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification, Providing for Severability, Providing for an Effective Date.

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 11/12/2019 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

A. City Manager & Staff Comments

a.

UPS Temporary Package Storage Facility Agreement 2019

(Requested by Valerie Manning, City Clerk)

The UPS Temporary Package Storage Facility Agreement for 2019 was approved by **CONSENSUS**.

Mr. Forte reminded the Commission that the second meeting in December falls on Christmas Eve and wanted to know if they were going to cancel that meeting but if business came up and they needed to hold a meeting, they would set a meeting up for December 23rd or another date.

*Commissioner Penny made a motion to **CANCEL the December 24, 2019 City Commission meeting unless there was some business that needed to be discussed or voted on, they would schedule another date**, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mr. Forte asked what the Mayor and Commissioners thought about a holiday party for the employees and he got direction to poll the employees and see what they would like to do. There was no objection from the Mayor or Commissioners.

The City Clerk reminded everyone about Student Government Day happening on Wednesday, October 23 at 10:00 AM; Trunk or Treat event on Friday at 5:30 PM and then on Saturday, October 26th the car show from 12:00 PM to 5:00 PM.



B. City Attorney Comments
None.

C. City Commission Comments
All the Commissioners thanked the Police Department and staff for putting together the birthday celebration for Noah. Commissioner Currie reminded everyone about the Christmas Club food boxing will be on Saturday, December 14th at 9:00 AM and she will send an email about the location to the City Clerk. They will be receiving 70 food boxes for the city again.

D. Mayor's Comments
Mayor Via thanked the Police Department for putting together the presentation for Noah Standridge to help celebrate his birthday; mentioned the meeting that he attended in DeLand with Mr. Forte and Commissioner Penny about the ECHO grant for Sunrise Park.

9. ADJOURNMENT

The meeting adjourned at approximately 7:45 PM.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

9.1

MEETING DATE: November 12, 2019
FROM: Valerie Manning
SUBJECT: A Resolution by the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-73
APPLICANT:
PLANNER:

DISCUSSION:

The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (interceptors), approved in the 2019/2020 budget, that are available under the Charlotte County Contract # 2018000509. This contract extends and guarantees to any and all units of local governments / political subdivisions.

The current renewal of the contract will expire on September 30, 2020. The goal of the city is to use this contract to purchase city vehicles and equipment under the contract terms and conditions.

Items requested to be purchased this year include:

One police vehicle slick top (interceptor) for \$42,910.75.

One police vehicle (lights n top interceptor) for \$43,472.75.

Total request expenditure is \$86,383.50. The total amount budgeted for these vehicles is \$86,000.00 Recommend that the shortfall of \$383.50 be funded from CRA Reserve funds.

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Florida Sheriffs Associations is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL

ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 and a budget transfer request to ensure that funding is available for all purchases.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION

GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASES.

ATTACHMENTS:

- Admin Contract Renewal Vehicles Signed (PDF)

- Bartow Ford - 2020 Interceptor Utility (PDF)
- Bartow Ford - Lt. Yates - 2020 Interceptor Utility (PDF)
- Charlotte County Agenda Item Summary Award (PDF)
- Budget Transfer FY19-20 (PDF)

Resolution No. 2019-73

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING CHARLOTTE COUNTY VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

WHEREAS, the City of Holly Hill desires to purchase vehicles under Charlotte County Vehicle Purchase contract, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Florida Sheriff Association Cooperative Purchasing Program, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking

onto an agreement entered into by the Florida Sheriffs Association, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1: Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Deland Nissan and ARS Powersports purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the

same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2019 **To:** 9/30/2020

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. True **Phone:** 941-743-1549 **Fax:** 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Daniels, Harold Digitally signed by Daniels, Harold
Date: 2019.08.22 10:41:16 -0400 Hal Daniels 8/22/2019

Requested by: Richard Weissinger
Bartow Ford

See Attached

Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Burger, Gordon
Sep 10 2019 2:09 PM
cosign

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Kimberly Corbett
Sep 10 2019 2:12 PM
cosign

Signature/Date

Approved by: Ray Sandrock
County Administration

Raymond Sandrock
Sep 10 2019 3:17 PM
cosign

Signature/Date

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2019 **To:** 9/30/2020

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. True **Phone:** 941-743-1549 **Fax:** 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Requested by: Richard Weissinger
Bartow Ford

Richard Weissinger
Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Ray Sandrock
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2018000509 Title: Vehicles - Annual Contract
 Department: Budget and Administrative Services / Fleet Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Kim Batey Date: 9/11/2019

Attachment: Admin Contract Renewal Vehicles Signed (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen Inneredge Lightbar with LED Takedown Lights, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6 Head 3 Red / 3 Blue Lightstick with Traffic Advisor Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics Bartow Ford Custom Installation.	\$7,837.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$42,910.75

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: Bartow Ford - 2020 Interceptor Utility (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated



October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen 55" Legacy Lightbar with FULL LED Takedown Lights WITH Amber Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6 Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: Bartow Ford - 2020 Interceptor Utility (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated

October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen 55" Legacy Lightbar with FULL LED Takedown Lights WITH Amber Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6) Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: Bartow Ford - Lt. Yates - 2020 Interceptor Utility (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F - 3.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

9/25/2018

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #18-509, Vehicles - Annual Contract, for a 4.06% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options, to Bartow Ford. Term of contract is from October 1, 2018 through and including September 30, 2019; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent.
This annual contract allows for the purchase of Ford vehicles on an 'as needed' basis.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action

No action needed. Funding was approved during the FY2018 budget process.

Financial Impact Summary Statement

The costs will be charged back to the department through the Fleet Management Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder (they gave the highest discount). Don Gasgarth Charlotte County Ford, who claimed status as a local business, was within 5% of the bid submitted by Bartow Ford. They were given the opportunity to submit a best and final offer. They declined to do so.

ATTACHMENTS:

File Name	Description	Upload Date	Type
185094.pdf	tabsheet	8/31/2018	Backup Material
Bartow Ford.pdf	submittal	8/31/2018	Backup Material

Attachment: Charlotte County Agenda Item Summary Award (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509**

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ►	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ►	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Attachment: Charlotte County Agenda Item Summary Award (2019-R-73 : Approval to Piggy-Back

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

- () Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD
(This form to be returned)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 185094. No information regarding the submittal will be divulged over the telephone.

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 8/21; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. 2, Dated 8/27; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation X

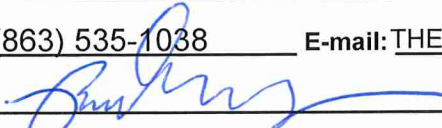
Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW, FL ZIP 33830

Telephone: (813) 477-0052 Fax Number: (863) 535-1038 E-mail: THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: 

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SAL

Date: 8/29/18
(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / ST</u>
2. <u>TRAILER HITCH</u>	2. <u>FORD / DURA LINER / RHINO LININGS / LINE</u>
3. <u>CRANES</u>	3. <u>VENTURO / AUTO CRANE / LIFT MOORE</u>
4. <u>LIFTGATES</u>	4. <u>TOMMY GATE / WALTCO</u>
5. <u>TRUCK & VAN ACCESSORIES</u>	5. <u>MASTER RACK / RANGER / ARDIEN STEEL</u>
6. <u>UTILITY & STAKE BODIES</u>	6. <u>KNAPHEIDE / READING / PREMIER</u>
7. <u>DUMP BODIES</u>	7. <u>KNAPHEIDE / RUGBY / VENCO / GODWIN</u>
8. <u>ALUMINUM DUMP BODY INSERTS</u>	8. <u>TRUCK CRAFT / EZ DUMPER</u>
9. <u>LAP TOP MOUNTS</u>	9. <u>HAVIS / JOTTO / GAMBER</u>
10. <u>SERVICE & PARTS MANUALS</u>	10. <u>HELM PUBLISHING</u>
11. <u>REAR MOUNTED CAMERA</u>	11. <u>THIS IS NOW A FACTORY ITEM</u>

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Dated


8/28/18

Name of Bidder: BARTOW FORD

(This form to be returned)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2019-2020

Requesting Department

Finance

Date

11/4/2019

TAKE FUNDS FROM ACCOUNT NUMBER:

130-8110-589.99-10

ACCOUNT DESCRIPTION:

Reserve Funds

AMOUNT:

384.00

Total

384.00

ADD FUNDS TO ACCOUNT NUMBER:

130-8110-580.64-00

Capital Equipment

384.00

Total

384.00

Purpose of Transfer: (include as much detail as possible)

Transfer funds to cover vehicle purchase.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----

Department Head Signature

Date

City Manager Signature

Date

----- For Finance Use Only -----

Step 1/ Finance Review

Finance Director Signature

Date

Step 2: Budget Adjustment Entry

Funds are available for this request?

☐ Yes ☐ No

HTE Group #

Employee Signature

Date

Attachment: Budget Transfer FY19-20 (2019-R-73 : Approval to Piggy-Back Charlotte County Contract to Purchase Police Rated Vehicles)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using Charlotte County Vehicle Purchasing Contract; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-74
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of police rated vehicles (interceptors), approved in the 2019/2020 budget, that are available under the Charlotte County Contract # 2018000509. This contract extends and guarantees to any and all units of local governments / political subdivisions.

The current renewal of the contract will expire on September 30, 2020. The goal of the city is to use this contract to purchase city vehicles and equipment under the contract terms and conditions.

Items requested to be purchased this year include:

Three (3) police vehicle (lights n top interceptor) for \$43,472.75.

Total request expenditure is \$130,418.25. The total available budget is \$126,000.00 with a shortfall of \$4,418.25 that the general fund vehicles savings on the purchase of a Kawasaki mule (savings in the \$5,171). The budget savings are within the same general ledger account as this requested expenditure therefore no budget transfer is needed.

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that has competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Florida Sheriffs Associations is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL

ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 and a budget transfer request to ensure that funding is available for all purchases.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION

GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASES.

ATTACHMENTS:

- Charolette-Co-Awad(PDF)
- Charlotte-County-RENEWAL SIGNED-19-20 (PDF)
- 2020 Interceptor MARKED Utility Quote (PDF)

Resolution No. 2019-74

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF
VEHICLES, EQUIPMENT AND SERVICES USING CHARLOTTE COUNTY
VEHICLE PURCHASING CONTRACT; PROVIDING FOR IMPLEMENTING
ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS;
PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT
FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND
SERVICES USING CHARLOTTE COUNTY VEHICLE
PURCHASING CONTRACT; PROVIDING FOR
IMPLEMENTING ADMINISTRATIVE ACTIONS;
PROVIDING FOR CONFLICTS; PROVIDING FOR A
SAVINGS PROVISION; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, the City of Holly Hill desires to purchase vehicles under Charlotte County Vehicle Purchase contract, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract by the Florida Sheriff Association Cooperative Purchasing Program, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Florida Sheriffs Association, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the

acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1: Pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Deland Nissan and ARS Powersports purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contract with Bartow Ford for the purchase of vehicles and equipment.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for purchase of vehicles and equipment.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in

conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective
immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER,
2019.**

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: F - 3.

1 DEPARTMENT MAKING REQUEST

Purchasing

2 MEETING DATE

9/25/2018

3 REQUESTED MOTION/ACTION

a) Approve award of Bid #18-509, Vehicles - Annual Contract, for a 4.06% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options, to Bartow Ford. Term of contract is from October 1, 2018 through and including September 30, 2019; and
b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent.
This annual contract allows for the purchase of Ford vehicles on an 'as needed' basis.

4 AGENDA

5 IS THIS ITEM BUDGETED (IF APPLICABLE) - True

Budget Action

No action needed. Funding was approved during the FY2018 budget process.

Financial Impact Summary Statement

The costs will be charged back to the department through the Fleet Management Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder (they gave the highest discount). Don Gasgarth Charlotte County Ford, who claimed status as a local business, was within 5% of the bid submitted by Bartow Ford. They were given the opportunity to submit a best and final offer. They declined to do so.

ATTACHMENTS:

File Name	Description	Upload Date	Type
185094.pdf	tabsheet	8/31/2018	Backup Material
Bartow Ford.pdf	submittal	8/31/2018	Backup Material

Attachment: Charlotte-Co-Awad (2019-R-74 : Approval to Piggyback the Charlotte County Contract # 2018000509 for Police Vehicles)



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509**

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ►	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ►	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.

Attachment: Charlotte-Co-Awad (2019-R-74 : Approval to Piggyback the Charlotte County Contract #

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

- () Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD
(This form to be returned)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 185094. No information regarding the submittal will be divulged over the telephone.

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 8/21; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. 2, Dated 8/27; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation X

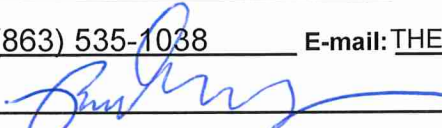
Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW, FL ZIP 33830

Telephone: (813) 477-0052 Fax Number: (863) 535-1038 E-mail: THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: 

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SAL

Date: 8/29/18
(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / ST</u>
2. <u>BEDLINERS</u>	2. <u>FORD / DURA LINER / RHINO LININGS / LINE</u>
3. <u>TRAILER HITCH</u>	3. <u>FORD / DRAW TIGHT / REESE</u>
4. <u>UTILITY & STAKE BODIES</u>	4. <u>KNAPHEIDE / READING / PREMIER</u>
5. <u>CRANES</u>	5. <u>VENTURO / AUTO CRANE / LIFT MOORE</u>
6. <u>DUMP BODIES</u>	6. <u>KNAPHEIDE / RUGBY / VENCO / GODWIN</u>
7. <u>LIFTGATES</u>	7. <u>TOMMY GATE / WALTCO</u>
8. <u>ALUMINUM DUMP BODY INSERTS</u>	8. <u>TRUCK CRAFT / EZ DUMPER</u>
9. <u>TRUCK & VAN ACCESSORIES</u>	9. <u>MASTER RACK / RANGER / ARDIEN STEEL</u>
10. <u>LAP TOP MOUNTS</u>	10. <u>HAVIS / JOTTO / GAMBER</u>
11. <u>SERVICE & PARTS MANUALS</u>	11. <u>HELM PUBLISHING</u>
12. <u>REAR MOUNTED CAMERA</u>	12. <u>THIS IS NOW A FACTORY ITEM</u>

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature



Dated

8/28/18

Name of Bidder: BARTOW FORD

(This form to be returned)

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2019 **To:** 9/30/2020

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. True **Phone:** 941-743-1549 **Fax:** 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Daniels, Harold Digitally signed by Daniels, Harold
Date: 2019.08.22 10:41:16 -0400 Hal Daniels 8/22/2019

Requested by: Richard Weissinger
Bartow Ford

See Attached

Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Burger, Gordon Burger, Gordon
Sep 10 2019 2:09 PM
cosign

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Kimberly Corbett Kimberly Corbett
Sep 10 2019 2:12 PM
cosign

Signature/Date

Approved by: Ray Sandrock
County Administration

Raymond Sandrock Raymond Sandrock
Sep 10 2019 3:17 PM
cosign

Signature/Date

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

Contract #: 2018000509 **Award Date:** 9/25/2019 **Awarded By:** BOCC

Original Term: From: 10/1/2018 **To:** 9/30/2019 **Renewal Term: From:** 10/1/2019 **To:** 9/30/2020

Description & Background of Contract:

This is an annual contract that allows for the purchase of Ford vehicles on an 'as needed' basis.

On September 25, 2018, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options up to two additional one-year terms, at the same prices, terms, and conditions by mutual consent.

In accordance with the contract documents, this contract can be renewed for one (1) additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2019 through and including September 30, 2020.

Contract Specialist: Alisa L. True **Phone:** 941-743-1549 **Fax:** 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Requested by: Richard Weissinger
Bartow Ford

Richard Weissinger
Signature/Date

Approved by: Gordon Burger
Budget and Administrative Services Director

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Ray Sandrock
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2018000509 Title: Vehicles - Annual Contract
 Department: Budget and Administrative Services / Fleet Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Kim Batey Date: 9/11/2019

Attachment: Charlotte-County-RENEWAL SIGNED-19-20 (2019-R-74 : Approval to Piggyback the Charlotte County Contract # 2018000509 for

October 30, 2019

City of Holly Hill
LT. Yates

DESCRIPTION		
K8A	2020 Ford Interceptor Utility	
99R	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Aux Air Conditioning	
	Factory Invoice	\$39,158.00
	Government Price Concession Discount	\$2,600.00
	4.06% Contract Discount	\$1,484.25
	Whelen 55" Legacy Lightbar with FULL LED Takedown Lights WITH Amber Rear Traffic Advisor, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6) Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted in Tag Area, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Rear Taillight Flasher, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, 11" Slide Out Locking Swing Arm with Motion Adapter with UT1001 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	\$8,399.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$43,472.75

Pricing in accordance with the Charlotte County contract # 2018000509

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: 2020 Interceptor MARKED Utility Quote (2019-R-74 : Approval to Piggyback the Charlotte County Contract # 2018000509 for Police



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of Vehicles, Equipment and Services Using the FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for a Savings Provision; Providing for Severability; and Providing for an Effective Date.

NUMBER: 2019-R-75
APPLICANT: MinuteTraq Admin
PLANNER:

DISCUSSION:

The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of all types of vehicles, equipment, and services, approved in the 2019/2020 budget, that are available under the Florida Sheriffs Association Cooperative Purchasing Program. This contract extends and guarantees to any and all units of local governments / political subdivisions including but not limited to county Sheriffs, county government, local county board of public instruction, municipalities or police agencies, other local public or public safety agencies or authorities within the State of Florida.

The current Florida Sheriffs Association Cooperative Purchasing Program bid is set to expire 9/30/2020. The goal of the city is to use this contract to purchase city vehicles and equipment under the contract terms and conditions.

Items requested to be purchased this year include:

Two (2) Ford F150 XL Regular Cab, F1C at \$21,705.00 each for total of \$43,410. *This is funded from Fiscal year 19/20 from reallocation of budgeted items in the Water and Waste water departments. The amount of budget to be carried over is \$48,000.*

Three (3) Nissan NV200 S Cargo Mini Van FWD \$20,682 each funded from fiscal year 19/20 budgeted in the general fund. The amount budgeted for these vehicles is \$63,000.

One (1) Ring Power (Caterpillar) 125 KW Generator @ \$46,447.00 identified in 19/20 budget plus the removal of the existing generator, freight and installation of the generator up to \$15,000 totaling approximately up to \$61,447.00. The amount budgeted for this project is \$75,000. There will be additional installation costs required for this project which will utilized the remaining budget funds.

In addition the Department is requesting expenditure of \$5,500 to equip the vehicles with emergency flashers, reflective painting, etc. this will be funded from the vehicle budgets shown above.

Total request expenditure is \$172,403.00. The total available budget is \$186,000 with \$13,553 reserved for the Generator installation costs. This leaves the net budget available as \$172,447.

Current City of Holly Hill Purchasing Policies and Procedures:

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Florida Sheriffs Associations is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL

ANALYSIS:

All purchases under this contract will be completed according to the FY 19/20 and a budget transfer request to ensure that funding is available for all purchases.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION

GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASES.

ATTACHMENTS:

- 125kW+Generator+Package+-+Caterpillar+D125-8 (PDF)
- 2020-Ford+F-150+XL+Regular+Cab+-+F1C (PDF)
- 2020-Nissan+NV+200+SV+Compact+Cargo+-+66210 (PDF)
- 2020-FSA-Contract (PDF)

Resolution No. 2019-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT AND SERVICES USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF VEHICLES, EQUIPMENT, AND SERVICES USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Community Redevelopment Agency, Community Policing Officers, are due to have their police vehicles replaced, which according to the City's CRA Master Plan, these expenditures are qualified expenses to be funded from the CRA budget.

WHEREAS, the City of Holly Hill desires to purchase vehicles under the Florida Sheriffs Association Cooperative Purchasing Program, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (I) authorize and approve the form of the contract by the Florida Sheriff Association Cooperative Purchasing Program, any exhibits attached thereto, and any other related documents and, (ii) the execution

and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Florida Sheriffs Association, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. DEFINITIONS. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. FINDINGS AND AWARDS.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Deland Nissan and ARS Powersports purchase of vehicles and equipment.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact Deland Nissan and ARS Powersports purchase of vehicles and equipment.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit A, or as may be required to be modified are hereby approved. The Mayor is hereby authorized to execute said agreement for vehicle and equipment purchase, in substantially the forms attached hereto. The total cost shall be based on individual work assignments made by the City to Deland Nissan and ARS Powersports.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for

implementing the agreement for purchase of vehicles and equipment.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER ,
2019.**

Term: October 1, 2019 - September 3, 2020

9.3.a

Contract: FSA19-VEH17.0 , Heavy Trucks and Equipment

Group: GENERATOR: 125kW Generator Package

Item: 100, Caterpillar, D125-8, D125-8

Description: GENERATOR REQUIREMENTS: Standby duty rated at 125.0 kW, 156.3 KVA, 8 power factor; 480 volts; 3 phase, 60 hertz, 1800 rpm; Directly connected to the engine flywheel housing with coupling; Generator shall meet performance class G3 of IEC; Unit shall be in compliance with and be UL 2200 labeled. ENGINE: Water cooled diesel engine, sized for generator set; Emission compliant engine. CONTROLS: Solid state, microprocessor-based generator controls; Controls shall provide all operating, monitoring and control functions for generator set. ENCLOSURE/SILENCER: Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure; Critical grade silencer; Companion flanges; Flexible stainless-steel exhaust. FUEL TANK: Double wall sub-base tank integral to enclosure; 24-hour capacity at 100% at full load; Rupture basin with 110% capacity; Locking fuel tank. Mechanical fuel level gauge; Low fuel level alarm contact; Fuel tank rupture alarm contact; Must meet UL 142 and FDEP standards. BATTERY CHARGER: Current limiting battery charger to automatically charge batteries; Charger shall be dual charge rate with automatic switching to boost rate when required; Charger shall be mounted on genset package. STARTUP AND TESTING: Vendor must coordinate startup and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day startup including the use of building load; The startup technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements. CONDITIONS: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include but not be limited to the following necessary items: Initial filling of oil and antifreeze (fuel provided by others); Shrink wrap applied to the product to ensure a clean finish; During the startup, the technician shall record the following information and provide to the owner for his records: Record Operating Voltage, Hz, Ph, and connected load (Amperage); Package information consisting of make of generator (Cat, Wacker, or Tradewinds), model (TJ125 TP20, DP125, etc.), Serial number of complete package, and startup date; Record engine and generator serial numbers; One complete set of operation and maintenance manuals; Two (2) year or 1500-hour standard standby generator warranty; Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

Zone	Rank	Vendor	Price
Western	Primary	Ring Power Corporation	\$46,447.00
Northern	Primary	Ring Power Corporation	\$46,447.00
Central	Primary	Ring Power Corporation	\$46,447.00
Southern	Primary	Pantropic Power	\$54,234.00

Options appear in alphabetical order by awarded vendor.

Options: Pantropic Power

Order Code	Description	Price
D40-4LC 40KW	CREDIT: DOWNGRADE TO BASE D40-4LC 40KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$23,348.0
D50-4LC 50KW	CREDIT: DOWNGRADE TO BASE D50-4LC 50KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$22,535.0
D80-8 80KW	CREDIT: DOWNGRADE TO BASE D80-8 80KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$21,199.0
D100-8 100KW	CREDIT: DOWNGRADE TO BASE D100-8 100KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$17,213.0
D125-8 125KW	CREDIT: DOWNGRADE TO BASE D125-8 125KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$14,306.0
D150-10 150KW	CREDIT: UPGRADE TO BASE D150-10 150KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$8,933.00
D175-4 175KW	CREDIT: UPGRADE TO BASE D175-4 175KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$4,886.00
D200-2 200KW	CREDIT: UPGRADE TO BASE D200-2 200KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$1,160.00
C9 250KW	UPGRADE TO BASE C9 250KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$12,592.0
C9 300KW	UPGRADE TO BASE C9 300KW CATERPILLAR DIESEL GENERATOR, WITH NO TANK, ENCLOSURE, OR EXHAUST	\$17,466.0
10% DISCOUNT	10% DISCOUNT OFF LIST PRICE ON ALL CAT GENERATOR NON-SPECIFIED MODELS AND OPTIONS	\$0.00
TURN KEY	COMPLETE CUSTOM INSTALLATION - TURN KEY- COST PLUS 18% (13% OVERHEAD & 5% PROFIT)	\$0.00
ACCESSORIES	CUSTOM FUEL TANKS AND ENCLOSURES - COST PLUS 15% (10% OVERHEAD & 5% PROFIT)	\$0.00

Options: Ring Power Corporation

Order Code	Description	Price
D50-2LC	CREDIT: DOWNGRADE TO BASE D50-2LC CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC156P NO TANK, ENCLOSURE, OR EXHAUST	\$21,633.
D60-2LC	CREDIT: DOWNGRADE TO BASE D60-2LC CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC157P NO TANK, ENCLOSURE, OR EXHAUST	\$20,582.
D80-8	CREDIT: DOWNGRADE TO BASE D80-8 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC222P NO TANK, ENCLOSURE, OR EXHAUST	\$18,339.
D100-8	CREDIT: DOWNGRADE TO BASE D100-8 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC223P NO TANK, ENCLOSURE, OR EXHAUST	\$15,955.
D125-8	CREDIT: DOWNGRADE TO BASE D125-8 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC160P NO TANK, ENCLOSURE, OR EXHAUST	\$11,897.
D150-10	CREDIT: DOWNGRADE TO BASE D150-10 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC161P NO TANK, ENCLOSURE, OR EXHAUST	\$6,572.0
D175-4	CREDIT: DOWNGRADE TO BASE D175-4 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC151P NO TANK, ENCLOSURE, OR EXHAUST	\$2,272.00
D200-2	UPGRADE TO BASE D200-2 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC178P NO TANK, ENCLOSURE, OR EXHAUST	
C9 250kW	UPGRADE TO BASE C9 250kW CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # C09DE47 NO TANK, ENCLOSURE, OR EXHAUST	\$2,976.00

Packet Pg. 72

Attachment: 125kW+Generator+Package+--Caterpillar+D125-8 (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
C9 300kW	UPGRADE TO BASE C9 300kW CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # C09DE48 NO TANK, ENCLOSURE, OR EXHAUST	9.3.a
INSTALLATION	COMPLETE CUSTOM INSTALLATION - TURN KEY - COST PLUS 18% (13% OVERHEAD & 5% PROFIT)	\$0.00
WARRANTY	5% DISCOUNT OFF OF CUSTOMER LIST PRICE FOR ALL CATERPILLAR EXTENDED SERVICE COVERAGE	\$0.00
DISCOUNT	10% DISCOUNT OFF OF ALL CATERPILLAR LIST PRICE ITEMS	\$0.00

Attachment: 125kW+Generator+Package+--+Caterpillar+D125-8 (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Term: October 1, 2019 - September 30, 2020

9.3.b

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

Group: Pickup Trucks - 4X2

Item: 121, Ford, F-150 XL Regular Cab, F1C

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary	BOZARD FORD	\$20,410.00
	Alternate	Duval Ford LLC	\$20,470.00
Northern	Primary	Duval Ford LLC	\$20,371.00
	Alternate	BOZARD FORD	\$20,410.00
Central	Primary	BOZARD FORD	\$20,410.00
	Alternate	Duval Ford LLC	\$20,440.00
Southern	Primary	BOZARD FORD	\$20,410.00
	Alternate	Duval Ford LLC	\$20,460.00

Options appear in alphabetical order by awarded vendor.

Options: BOZARD FORD

Order Code	Description	Price
153	Front License Plate Bracket (where available)	\$0.00
TEMP	Temporary Tag	\$16.00
942	Daytime Running Lamps	\$44.00
55B	BoxLink	\$79.00
41H	Engine Block Heater	\$89.00
924	Rear Privacy Glass -- XL	\$99.00
TRANSFER	Transfer existing registration (must provide tag number)	\$100.00
85H	Back Up Alarm System	\$124.00
595	Fog Lamps -- XL	\$139.00
168	Carpeting & Floor Mats	\$144.00
47R	All-Weather Rubber Floor mats	\$159.00
17C	Front/Rear Chrome Bumper	\$174.00
NST	New State Tag (must specify state, county, city, sheriff etc)	\$185.00
57Q	Rear Window Defroster -- XL/XLT	\$219.00
60M	SYNC Connect 60M	\$224.00
50S	Cruise Control	\$224.00
18B	Running Boards, Black Platform	\$249.00
76R	Reverse Sensing System	\$274.00
62R	Manual Regen Initiation w/ Active Regen Inhibitor	\$279.00
98G	CNG/Propane Gaseous Engine Prep Pack	\$314.00
96P	Bedliner -- Plastic, Drop-In	\$349.00
52P	SYNC -- Fleet Only	\$419.00
655	Extended Range Fuel Tank	\$444.00
96T	Tonneau Pickup Box Cover - Soft Folding	\$524.00
90B	Aluminum Crossbed Toolbox by Weather Guard	\$574.00
96W	Bedliner -- Spray-In	\$594.00
18C	Running Boards, Chrome Tubular	\$634.00
94S	LED Warning Strokes by Sound off Signal -- Amber	\$674.00
LWB	141" Wheelbase 8 ft Box	
94R	LED Warning Strokes by Sound Off Signal -- Red/Blue	\$724.00

Order Code	Description	Price
94W	LED Warning Strobes by Sound Off Signal -- Amber/White	93.b
188	Running Boards, Chrome Angular	\$779.00
OSF	Out of Stock Fee. To cover stocking and floor plan expenses for vehicles purchased out of existing dealer inventory.	\$799.00
18P	Running Boards, Power Deployable	\$994.00
96X	Tonneau Pickup Box Cover - Hardt Folding	\$994.00
101A	Manufacturers Upgrade Package 101A XL	\$1,529.00
BASE	Ford Base Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,230.00
EXTRA	Ford Extra Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$2,610.00
PREM	Ford Premium Care 5 year/100,000 mile extended warranty, \$0 deductible. Contact dealer for other available coverage options.	\$3,445.00
99P	2.7L EcoBoost V6 engine	\$994.00
995	5.0L V8 Engine	\$1,994.00
994	3.5L EcoBoost V6 Engine	\$2,594.00
TOWPKG	Trailer Towing Package (Includes 53A) Class IV trailer hitch receiver 4-pin, 7-pin harness, upgraded front stabilizer bar, receiver bar, 2" ball, pin, clip. (For Pintle/Ball Combo Add \$199)	\$1,399.00
LINER	Dealer installed spray liner (TOFF Liner or Equivalent)	\$494.00
67T	Trailer Brake Controller	\$274.00
CNG	CNG Conversion (discuss with dealer)	\$13,999.00
LH-6	1h Pillar Mounted 6" Spotlights with clear halogen bulb - dealer installed	\$696.00
VV	Stick-on-style vent visors	\$175.00
BS	Bus shield	\$299.00
WGG	Wrap around grill guard	\$1,999.00
ATB	Aluminum Tool Box - Call to discuss with dealer	\$799.00
FGTC	Fiberglass tonneau cover (painted to match)	\$1,996.00
FCBT	Fiberglass cab high topper with front side and rear windows (painted to match)	\$2,499.00
RETRAX	Retractable Bed cover	\$2,499.00
PIPER	Pipe rack for pick up bed	\$1,899.00
SLR	Single Ladder Rack for pick up bed	\$1,296.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	\$799.00
BACKRACK	Backrack Rear Cab Protector. Optional lighting brackets available. Contact dealer.	\$799.00
TINT	Dealer installed window tint. Add \$100 for strip on windshield.	\$399.00
LAPTOP	Premium Passenger Side Mount Laptop Stand. Add \$299 for Universal Laptop Tray	\$699.00
3K	Additional key with remote	\$399.00
3KPS	Additional key with remote for push button start	\$499.00
4CST	Four Corner LED Strobes. Mounted inconspicuously outside of headlight and tail light lenses. Wired to switch	\$799.00
Options: Duval Ford LLC		
Order Code	Description	Price
101	CREDIT: Pursuant to FSA BoilerPlate sections 2.12, 2.13 regarding factory free-flow options, this vehicle specification includes a line-item MSRP option-discount in the amount listed here for any OEM configurable option available for the corresponding base-vehicle awarded. Client may visit fordvehicles.com to configure desired vehicle and dealer will produce corresponding FSA contract quote displaying line item discounts, supported by OEM price tables. This discount will be reflected in the aggregate net total for each optional item requested. Manufacturer's order-guide and price lists uploaded to the vendorlink bid site, published at fleet.ford.com , or available from Duval Ford.	\$1.00
995	Engine: 5.0L V8 -inc: auto start-stop technology and flex-fuel capability, 3.15 Axle Ratio, GVWR: 6,200 lbs Payload Package.	\$1,994.00
995	5.0L ilo 2.7L EcoBoost	\$999.00
99B	Engine: 3.3L V6 PDFI -inc: auto start-stop technology and flex-fuel capability (STD)	\$0.00
994	3.5L EcoBoost Engine ilo 3.3 v6 na with 122" WB	\$2,594.00
994	3.5L Ecoboost Engine ilo 2.7L EcoBoost	\$1,599.00
994	3.5L EcoBoost Engine ilo 5.0L v8	
99P	Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology, GVWR: 6,070 lb Payload Package	\$994.00

Attachment: 2020-Ford+F-150+XL+Regular+Cab+-+F1C (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
446	Transmission: Electronic 6-Speed Automatic -inc: selectable drive modes: normal/tow-haul/sport (STD)	9.3.b
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport, Requires Engine upgrade	\$0.00
101A	Equipment Group 101A Mid -inc: XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, 4.2" Productivity Screen in Instrument Cluster, compass, FordPass Connect 4G Wi-Fi Modem, 4G LTE Wi-Fi hotspot connects up to 10 devices, remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan, SYNC, enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port, Cruise Control	\$2,279.
X26	3.73 Axle Ratio	\$79.00
XL3	Electronic Locking w/3.31 Axle Ratio, Requires 995 Engine	\$419.00
XL6	Electronic Locking w/3.73 Axle Ratio	\$569.00
XL9	Electronic Locking w/3.55 Axle Ratio	\$469.00
T7C	Tires: LT245/70R17E BSW A/T	\$294.00
PAINT AT	Yellow	\$659.00
PAINT B1	School Bus Yellow	\$659.00
PAINT D1	Stone Gray Metallic	\$0.00
PAINT E2	Magma Red Metallic. Requires 101A, 50S, 85A, 595, 861, 52P 60M, 64F	\$0.00
PAINT E4	Vermillion Red	\$559.00
PAINT E7	Velocity Blue Metallic	\$0.00
PAINT GR	Green	\$559.00
PAINT J7	Magnetic Metallic	\$0.00
PAINT JS	Iconic Silver Metallic	\$0.00
PAINT jX	Lead Foot: Requires 101A, 50S, 85A, 595, 861, 52P 60M, 64F	\$0.00
PAINT MB	Orange	\$559.00
PAINT ME	Abyss Gray Metallic: Requires 101A, 50S, 85A, 595, 861, 52P 60M, 64F	\$0.00
PAINT N1	Blue Jeans Metallic	\$0.00
PAINT PQ	Race Red	\$0.00
PAINT UM	Agate Black Metallic	\$0.00
PAINT YZ	Oxford White	\$0.00
AG	Medium Earth Gray, Vinyl 40/20/40 Front Seat	\$0.00
CG	Dark Earth Gray, Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest	\$0.00
534	Trailer Towing Package HDWR:: Upgrades Factory Configuration. Includes 53B Class IV Trailer Hitch Receiver, 53A Towing Group, smart trailer tow connector and 4-pin/7-pin wiring harness, Trailer Hardware package (Bar,2" Ball , pin and clip.) Optional Six way custom trailer plug if desired: specify location bed or bumper. May substitute 2 5-16".	\$1,134.
DOTowp	Pintle Ball Combination with 2 inch ball	\$365.00
53A	Trailer Tow Package -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar, REQUIRES: D85A	\$994.00
53A	100A Trailer Tow Package -inc: Towing capability up to TBD, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	\$594.00
53A	Trailer Tow Package w/101A -inc: Towing capability up to TBD, tailgate LED, Pro Trailer Backup Assist, Class IV Trailer Hitch Receiver, towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar	\$994.00
D85A	CREDIT: XL Power Equipment Group -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$300.00
41H	Engine Block Heater	\$89.00
67T	Integrated Trailer Brake Controller	\$274.00

Attachment: 2020-Ford+F-150+XL+Regular+Cab+-+F1C (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
98G	CNG/Propane Gaseous Engine Prep Package -inc: hardened engine intake valves and valve seats and bi-fuel manifold, This package does not include CNG/Propane fuel tanks, lines, etc, Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle, See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide, Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or Propane fuel, Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S. or Canadian safety standards, It is the responsibility of the final stage manufacturer (bodybuilder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S. safety standards. Requires 995/44G	9.3.b
CNG	Ford F150 21.2 GGE 5.0L Bi-Fuel, add \$895 for 5.5' Box	\$14,116.00
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
17C	Front & Rear Chrome Bumpers -inc: body-color front fascia	\$174.00
18B	Black Platform Running Boards	\$249.00
54R	Power Glass Heated Sideview Mirrors -inc: manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror	\$304.00
55B	BoxLink -inc: 4 premium locking cleats	\$79.00
57Q	Rear Window Defroster	\$219.00
595	Fog Lamps	\$139.00
59S	LED Sideview Mirror Spotlights -inc: high-intensity LED security approach lamps	\$174.00
63S	Box Side Steps	\$324.00
53B	Class IV Trailer Hitch	\$149.00
63T	Tailgate Step w/Tailgate Lift Assist	\$374.00
87B	Graphics (6 Square Feet) -inc: up to 6 square feet	\$249.00
87C	Graphics (10 Square Feet) -inc: up to 10 square feet	\$299.00
87D	Graphics (18 Square Feet) -inc: up to 18 square feet	\$399.00
87E	Graphics (25 Square Feet) -inc: up to 25 square feet	\$524.00
87F	Graphics (40 Square Feet) -inc: up to 40 square feet	\$674.00
87G	Graphics (55 Square Feet) -inc: up to 55 square feet	\$824.00
87H	Graphics (70 Square Feet) -inc: up to 70 square feet	\$974.00
90D	Bed Divider -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$294.00
90R	Stowable Loading Ramps	\$594.00
924	Rear Window Fixed Privacy Glass	\$99.00
942	Daytime Running Lamps -inc: Non-controllable	\$44.00
94S	Amber LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, center high-mounted stop light bar and 2 hood mounted lights	\$674.00
94W	Amber/White LED Warning Strobes -inc: By Sound Off Signal, Ford accessory, rear work light feature, center high-mounted stop light bar and 2 hood mounted lights, Note: rear white lights can be turned solid to provide additional work area lighting	\$724.00
96P	Plastic Drop-In Bedliner	\$349.00
96W	Tough Bed Spray-In Bedliner. Dealer \$590, Linex, TOFF ToughBed	\$594.00
52P	SYNC -inc: enhanced voice recognition communications and entertainment system, 911 assist, 4.2" LCD display in center stack, Applink and 1 smart charging USB port	\$419.00
582	SiriusXM Radio -inc: a 6-month prepaid subscription, Service is not available in Alaska and Hawaii, Subscriptions to all SiriusXM services are sold by SiriusXM after trial period, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc	\$194.00
168	Color-Coordinated Carpet w/Carpet Floor Mats (FLT)	\$144.00
50S	Cruise Control	\$224.00
60M	FordPass Connect 4G Wi-Fi Modem -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices, remote start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status, Note: Ford Telematics and Data Services Prep included for Fleet Only: FordPass Connect 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673, a complimentary trial subscription of 3 months or 3 gigabytes whichever comes first, wireless service plan required after trial subscription ends, Visit att.com/ford to start complimentary trial and sign up for a wireless service plan	\$224.00
76R	Reverse Sensing System	\$274.00
85H	Backup Alarm System	\$124.00
90B	Aluminum Crossbed Toolbox	\$574.00
90L	Manual Driver Lumbar	\$39.00
90P	Premium Aluminum Crossbed Storage Toolbox -inc: By Weather Guard, (Model # 127-0-02)	
91A	Smoker's Pack w/Ash Coin Cup (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$94.00

Attachment: 2020-Ford+F-150+XL+Regular+Cab+-+F1C (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
91P	8-Way Power Driver's Seat w/Power Lumbar	93.b
96T	Soft Folding Tonneau Box Cover (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$524.00
96X	Hard Folding Tonneau Box Cover (Dealer Installed) -inc: Factory Invoiced Accessories (FIA), Shipped separately from the vehicle for dealer installation	\$994.00
LWB	LONG WHEEL BASE, includes larger pick up box. 8' on Regular and Super; Crew 6.75'	\$736.00
TB LP	LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX	\$550.00
TB GW	CAMLOCKING LOW PROFILE HD KING SIZE ALUMINUM CROSS BODY TOOLBOX WITH GULL WING LIDS	\$585.00
TB SIDE 48	HD ALUM SIDE MOUNTED TOOLBOX 48" LONG, PRICE PER SIDE	\$395.00
TB SIDE 72	HD ALUM SIDE MOUNTED TOOLBOX 72" LONG, PRICE PER SIDE	\$564.00
TB TFUEL	Tool and fuel: UTS TT101 100 Gal capacity with meter, electric pump and 30' hose . Diesel Fuel only.	\$2,480.00
SLIDE 1000	1000 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	\$1,295.00
SLIDE 1200	1200 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	\$1,695.00
SLIDE 1500	1500 LB CAPACITY BED MOUNTED CARGO EASE BED SLIDE	\$2,195.00
COVER FOLD	TRI FOLD BED COVER	\$849.00
COVVER SFT	SOFT FOLDING BED COVER	\$495.00
DRING	D RINGS IN CARGO AREA	\$449.00
CHOLD	CONE HOLDER	\$196.00
HD CHOLD	HEAVY DUTY FOLD DOWN CONE HOLDER	\$382.00
COOLER MNT	IGLOO COOLER MOUNT	\$225.00
COOLER	IGLOO COOLER	\$110.00
ETRACK	E TRACK IN CARGO AREA	\$345.00
TOOL	3 TOOL SHOVEL RACK	\$325.00
SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher	\$276.00
TGA	1300# TOMMY GATE G2 60 1342 TP27 STEEL PLATFORM, (Add \$225 with 53a, 53b, 53c or use 534)	\$3,355.00
TGC	1300# TOMMY GATE G2 60 X 27 ALUMINUM (Add \$225 with 53a, 53b, 53c or use 534)	\$4,030.00
HSPOT	HALOGEN PILLAR MOUNTED SPOT LIGHT	\$595.00
LEDSPOT	LED SPOT LIGHT PILLAR MOUNTED	\$695.00
GOLITE	LED Permanent Mount Go-Light brand spot light	\$695.00
TH500	500 Watt Inverter	\$396.00
TH750	750 Watt Inverter	\$596.00
TH1000	1000 Watt Inverter	\$642.00
TH2000	2000 Watt Inverter	\$796.00
TH3000	3000 Watt Inverter	\$966.00
TH001	Remote Control for TH1000-TH3000	\$65.00
DSI-12/1200N	Dimensions 1200 watt Pure Sine Wave	\$1,495.00
DSI-12/1500N	Dimensions 1500 watt Pure Sine Wave	\$1,596.00
DSI-12/2400N	Dimensions 2400 watt Pure Sine Wave	\$2,246.00
DSI-12/3000N	Dimensions 3000 watt Pure Sine Wave	\$2,396.00
DSI-REMOTE	Remote control for Dimensions	\$145.00
STLIGHT	Streamlight Rechargeable Stinger Flashlight	\$189.00
CAMLOC	RELOCATE CAMERA, INSTALL BRACKET WHERE INDICATED	\$255.00
BACKZONE	REVERSE PARKING AIDE SENSORS	

Order Code	Description	Price
TOPPER RNC	CAB HIEGHT FIBERGLASS TOPPER WITH SLIDING SIDE WINDOWS.	9.3.b
ROOFRACK	YAKIMA ROOF RACK WITH ADJUSTABLE ROUND BARS	\$400.00
TB SHELF	ADDS FIBERGLASS TOOLBOX WITH SHELF ON SINGLE SIDE. REQ TOPPER RNC	\$486.00
WINDOORS	GLASS SIDE WINDOORS FLIP OUT FOR EASY ACCESS, REQ TOPPER RNC	\$374.00
WINDOOR SLD	SOLID PAINTED WINDOORS FOR ADDED SECURITY. REQ. TOPPER RNC	\$450.00
COVER RNC	RANCH LEGACY SERIES FIBERGLASS PAINTED BED LID, DUAL SHOCK, BLACK POWDER COATED HARDWARE. SINGLE LOCK WITH TWO KEYS	\$1,695.
COVER UC	6 3/4 FOOT ABS COMPOSITE PAINTED TO MATCH BED LID. UNDERCOVER LUX SINGLE POINT LOCKING SYSTEM, LOW PROFILE LOOK.	\$1,899.
COVER RTX6	RETRAX RETRACTABLE BED COVER FOR 6 3/4 BED	\$1,550.
COVER RL8	ROLL N LOCK RETRACTABLE BED COVER FOR 8 FT BED LG152M	\$1,899.
COVERLITE	TWO WHITE LED STEADY BURN LIGHTS INSIDE PICKUP BED FOR CLOSED COVER VISIBILITY	\$446.00
ARE-LSII	A.R.E. LSII Series Tonneau Cover (5.5' to 8' Bed)	\$1,955.
ARE-3DLS	A.R.E. 3DL Series Tonneau Cover (6.5' Bed)	\$2,390.
ARE-V	A.R.E. V Series Fiberglass Topper (5.5' to 8' Bed). Includes front, side, and rear windows.	\$2,025.
ARE-DCU	A.R.E. DCU 23" Tall . Includes hatch rear door with T-lock, rear tinted window, full length tool box on each side, and front picture window.	\$2,810.
SK-COMPAK8	SpaceKap - 8' Compak (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$1,395. Add Plumber Pkg for \$1,995.	\$9,995.
SK-WILD8	SpaceKap - 8' Wild (Transferable Service Body). Includes side doors. Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$2125. Add Plumber Pkg for \$2,680.	\$10,475.
SK-DIABLO8	SpaceKap - 8' Diablo (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$2,460. Add Plumber Pkg for \$3,300.	\$10,790.
TINT	DEEP WINDOW TINT FILM WITH FRONT WINDSHIELD STRIP.	\$265.00
TINT 4D	TINT ALL WINDOWS.	\$385.00
NITRO	NITROGEN FILLED TIRES IN LIEU OF STD FACTORY FILL. FUEL ECONOMY SAVER DUE TO TIRE PRESSURE CONSISTENCY, ON GROUND	\$245.00
WT LC	WEATHER TECH MATS , LASER CUT	\$215.00
RMAT	HD RUBBER FLOOR MATS	\$195.00
STEPBARS	TUBULAR STEP BARS	\$395.00
VV	VENT SHADES, MUST SPECIFY STICK ON OR FLANGE TYPE IN CHANNEL	\$175.00
WGG BASE	WRAP AROUND GRILL GAURD. WESTIN HDX	\$1,095.
WGG STERLING	Sterling Base heavy duty winch mount / grill guard. Upgrade to Standard model for \$125, to Deluxe model for \$235, or Gator model for \$340. Add \$125 for a heavy duty Warn winch	\$1,295.
WGG WP	WESTIN WRAP AROUND GRILL GUARD WITH WINCH PLATE	\$1,395.
WGG LC	LIGHT CHANNEL FOR GRILL GUARD, LIGHTS SOLD SEPERATELY	\$79.00
WINCH 8KW	8000# WARN WINCH WITH REMOTE, REQ WGG.WP TO INCLUDE WINCH PLATE	\$1,336.
WINCH 10KW	10000# WARN WINCH WITH REMOTE, REQ. WGG.WP TO INCLUDE WINCH MOUNTING PLATE	\$1,556.
3K PATS	EXTRA PROGRAMMED KEY WITH PATS TECHNOLOGY, FLEET KEY	\$225.00
3K RKE	EXTRA PROGRAMMED INTEGRATED KEY TRANSMITTER FOB	\$350.00
PINTLE BC	PINTLE BALL COMBO 2 5/16" WITH ADJUSTABLE SHANK	\$315.00
PINTLE FX	PINTLE BALL COMMBO 2 5/16" FIXED SHANK	\$285.00
2 TONE	TWO TONE PAINT SCHEME, DOORS AND ROOF	\$1,896.
LEVL	LEVELING KIT. RAISES FACTORY FRONT END 2"	\$765.00
CABSHIELD	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW.	\$625.00
CABSHIELD A	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES SINGLE CENTER BEACON PLATE	\$650.00
CABSHIELD B	STERLING CAB SHIELD, BLACK POWDER COATED STEEL CONSTRUCTION WITH MESH WINDOW. INCLUDES DUAL MOUNTING FEET FOR LIGHTBAR MOUNTING.	\$675.00
BACKRACK	LIGHT DUTY LOUVERED HEADACHE RACK	
TRACRAC	TRAC ONE UNIVERSAL TRUCK RACK FOR OVERHEAD CARGO. F150 ONLY, FSD TBD	\$776.00

Attachment: 2020-Ford+F-150+XL+Regular+Cab+-+F1C (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
SLR	SINGLE SIDE LADDER RACK FOR PICK UP VERSION	9.3.b
PIPE RACK	METAL UTILITY RACK WITH MESH BASKET OVER CAB	\$2,015.00
MATRACK	MATERIAL RACK OVER CAB. DOES NOT HAVE MESH BASKET	\$1,885.
uCoat	Undercoating	\$650.00
USB Iphone	HD Charge Wire for Iphone	\$35.00
USB Android	HD Charge Wire for Android	\$35.00
OZN	Out of Zone purchase and Delivery. Does not include unique shipping circumstances when final product demands shipping outside the state of Florida. Note: Emmissions codes for specific region.	\$446.00
TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$48.00
TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	\$7.00
TX	Transfer Tag Charge: (Florida only) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$90.00
TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	\$125.00
BASE 5/75	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,605.
EXTRA 5/75	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,845.
PREMIUM 5/75	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,535.
BASE 5/100	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,130.
EXTRA 5/100	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,560.
PREMIUM 5/100	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$3,395.
DIESELPLAN	Extended Service Plan Base Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,725.
DIESELPLAN	Extended Service Plan Extra Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$1,990.
DIESELPLAN	Extended Service Plan Premium Care, Zero Deductible. Five Year, 75000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,745.
DIESELPLAN	Extended Service Plan Base Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,330.
DIESELPLAN	Extended Service Plan Extra Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$2,795.
DIESELPLAN	Extended Service Plan Premium Care, Zero Deductible. Five Year, 100000 Mile. Call Dealer for plan specifics and optional Terms. Price Guide 8/2018	\$3,520.

Attachment: 2020-Ford+F-150+XL+Regular+Cab+-+F1C (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Term: October 1, 2019 - September 30, 2020

9.3.c

Contract: FSA19-VEL27.0, Pursuit, Administrative and Other Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 70, Nissan, NV 200 SV Compact Cargo, 66210

Description: Manufacturer standard equipment and specifications, and if not included also power windows, power door locks, and keyless entry.

Zone	Rank	Vendor	Price
Western	Primary	Terry Taylor's DeLand Nissan. Inc.	\$18,587.00
	Alternate	Alan Jay Nissan, Inc	\$18,756.11
Northern	Primary	Terry Taylor's DeLand Nissan. Inc.	\$18,424.00
	Alternate	Alan Jay Nissan, Inc	\$18,556.11
Central	Primary	Terry Taylor's DeLand Nissan. Inc.	\$18,428.00
	Alternate	Alan Jay Nissan, Inc	\$18,556.11
Southern	Primary	Terry Taylor's DeLand Nissan. Inc.	\$18,394.00
	Alternate	Alan Jay Nissan, Inc	\$18,556.11

Options appear in alphabetical order by awarded vendor.

Options: Alan Jay Nissan, Inc

Order Code	Description	Price
AF 5187	5187 Adrian Steel Ram ProMaster Shelving Package Security 159" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,575.
AF 5183	5183 Adrian Steel Ram ProMaster Shelving Package Cable 136" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,340.
AF 5188	5188 Adrian Steel Ram ProMaster Shelving Package Cable 159" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,690.
AF 61-TCL19	61-TCL19 Adrian Steel Ladder Rack for Ford Transit Connect Single Lock Down LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,170.
AF 63-TCS19	63-TCS19 Adrian Steel Ladder Rack for Ford Transit Connect Double Lock Down SWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,580.
AF 63-TCL19	63-TCL19 Adrian Steel Ladder Rack for Ford Transit Connect Double Lock Down LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,585.
AF 5217	5217 Adrian Steel 12" Shelving Package for Ford Transit Connect HVAC Package LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,270.
AF 5218	5218 Adrian Steel 12" Shelving Package for Ford Transit Connect Commercial Package LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,000.
AF 5219	5219 Adrian Steel 12" Shelving Package for Ford Transit Connect General Service Package LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,260.
AF 5220	5220 Adrian Steel 12" Shelving Package for Ford Transit Connect Electrical Package LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,450.
AF 5221	5221 Adrian Steel 12" Shelving Package for Ford Transit Connect Telecom Package LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,905.
AF 5222	5222 Adrian Steel 12" Shelving Package for Ford Transit Connect Plumbing Package LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,410.
AF 5224	5224 Adrian Steel 12" Shelving Package for Ford Transit Connect Commercial Package SWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,980.
AF 5225	5225 Adrian Steel 12" Shelving Package for Ford Transit Connect General Service Package SWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,675.
AF P2TCFW14	P2TCFW14 Adrian Steel Partition for Ford Transit Connect Full Wire. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$705.00
AF P2TCS14	P2TCS14 Adrian Steel Partition for Ford Transit Connect Steel. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$905.00
AF PARTC	PARTC Adrian Steel Composite Partition for Ford Transit Connect With Window. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,240.
RPO-FSA	All regular and factory production options to be offered at \$1 discount from MSRP in accordance with Terms and Conditions 2.13 OPTION PRICING. A copy of the window sticker and standard equipment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	\$0.00
MAN-UP	All manufacturers upgrades will be offered in accordance with Terms and Conditions 2.13 OPTION PRICING, the upgrade will be calculated by the net difference between dealer cost on the representative base vehicle (bid price) and the total MSRP of the requested option modifying the vehicle. A copy of the window sticker and standard equipment list to illustrate MSRP option prices will be provided to customer with each contract conforming quote (SEE TERMS AND CONDITIONS).	\$0.00
EWA	Price to be quoted at Florida Mandatory Sales Price. Warranties available through: ALLY, Ford ESP, JM&A, GMPP, NISSAN, MOPAR. PRICES TO BE QUOTED FOR SPECIFIC VEHICLE AND POWER TRAIN COMBINATION.	\$0.00
TEMP-TAG	Temporary tag	\$55.00
TRANS-TAG	Transfer existing registration Includes temp tag & two way overnight shipping for signature. (must provide tag number)	\$250.00
NEW-TAG	New state tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	\$315.00
AF AL-TSV57-132AP SW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 57" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit cutaway with 138" WB & single rear wheel.	\$17,715
AF AL-TSV57-132AP DW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 57" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit cutaway with 138" WB & dual rear wheel.	\$18,180.00

Order Code	Description	Price
AF AL-TSV72-132AP SW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 72" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit cutaway with138" WB & single rear wheel.	9.3.c
AF AL-TSV72-132AP DW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 72" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit cutaway with138" WB & dual rear wheel.	\$19,425.00
AF AL-TSC57-132AP SW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 57" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit chassis cab with138" WB & single rear wheel.	\$17,610.00
AF AL-TSC57-132AP DW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 57" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit chassis cab with138" WB & dual rear wheel.	\$18,080.00
AF AL-TSC72-132AP SW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 72" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit chassis cab with138" WB & single rear wheel.	\$18,850.00
AF AL-TSC72-132AP DW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 72" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req Ford Transit chassis cab with138" WB & dual rear wheel.	\$19,320.00
AF AL-PSV57-132AP SW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 57" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req RAM ProMaster cutaway with 136" WB & single rear wheel.	\$18,750.00
AF AL-PSV75-132AP SW	11 'Reading Aluminum CSV Classic Service Van powder coated white with pooched rear bumper and 75" height. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req RAM ProMaster cutaway with 136" WB & single rear wheel.	\$20,150.00
AF LM RSV 132	Latch Matic Remote Locking System (installed at Reading)	\$1,245.00
AF 3BL RSV 132	3- Bar Ladder Rack (aluminum)	\$1,040.00
AF SFD RSV 132	Single Fold Down Roof Rack	\$2,700.00
AF DFD RSV 132	Double Fold Down Roof Rack	\$4,255.00
AF CUT 12 FRP GM	J & B FRP 12' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (EXPRESS VAN)	\$9,265.00
AF CUT 12 FRP FORD	J & B FRP 12' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline VAN (Full Seat pocket)	\$9,625.00
AF CUT 14 FRP GM	J & B FRP 14' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (EXPRESS VAN)	\$10,000.00
AF CUT 14 FRP FORD	J & B FRP 14' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline VAN (Full Seat pocket)	\$10,360.00
AF CUT 15 FRP GM	J & B FRP 15' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (EXPRESS VAN)	\$10,410.00
AF CUT 15 FRP FORD	J & B FRP 15' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline VAN (Full Seat pocket)	\$10,770.00
AF CUT 16 FRP GM	J & B FRP 16' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (EXPRESS VAN)	\$10,780.00
AF CUT 16 FRP FORD	J & B FRP 16' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline VAN (Full Seat pocket)	\$11,140.00
AF CUT 17 FRP GM	J & B FRP 17' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (EXPRESS VAN)	\$11,050.00
AF CUT 17 FRP FORD	J & B FRP 17' L x 96" W x 84" H Cutaway Bodies: FRP, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline VAN (Full Seat pocket)	\$11,380.00
AF CUT 12 AL GM	J & B Aluminum 12' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Express Van)	\$9,530.00
AF CUT 12 AL FORD	J & B Aluminum 12' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline with Full Seat Pocket)	\$9,885.00
AF CUT 14 AL GM	J & B Aluminum 14' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Express Van)	\$10,310.00
AF CUT 14 AL FORD	J & B Aluminum 14' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline with Full Seat Pocket)	\$10,670.00
AF PARTC-NW	PARTC-NW Adrian Steel Composite Partition for Ford Transit Connect No Window. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,220.00
AF 2BTCS19	2BTCS19 Adrian Steel Ladder Rack for Ford Transit Connect 2-Bar Utility Rack SWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$950.00
AF 2BTCL19	2BTCL19 Adrian Steel Ladder Rack for Ford Transit Connect 2-Bar Utility Rack LWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	

Order Code	Description	Price
AF 61-TCS19	61-TCS19 Adrian Steel Ladder Rack for Ford Transit Connect Single Lock Down SWB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	9.3.c
WSTP	Windshield strip	\$25.00
DT2 VAN	Deep tint film installed on front two door glass only.	\$135.00
DTF G VAN	Deep tint film on cargo van with side and rear door glass.	\$255.00
DTF P VAN	Deep tint film on passenger van with full body glass.	\$535.00
LIMO	Upgrade tint to LIMO on all tinted surfaces	\$95.00
WTF VAN 1	Weather Tech floor liner system (1st row only).	\$195.00
WTF VAN 2	Weather Tech floor liner system (1st & 2nd rows).	\$280.00
WTF VAN 3	Weather Tech floor liner system (1st, 2nd, & 3rd rows).	\$340.00
DLTH 1	Dealer installed leather seating surfaces (1st row only).	\$1,380.
DLTH 2	Dealer installed leather seating surfaces (1st & 2nd rows).	\$1,545.
DLTH 3	Dealer installed leather seating surfaces (1st & 2nd rows).	\$2,010.
RS 4	Stick on rain shields (4-doors).	\$150.00
RSF 2	Flange style rain shields (2-doors), may have compatibility issues with 1-touch power windows.	\$100.00
RSF 4	Flange style rain shields (4-doors), may have compatibility issues with 1-touch power windows.	\$150.00
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$210.00
SAFE-T	Amerex 5lb Fire extinguisher, First Aide Only first aid kit, and King James & Co road triangles	\$330.00
3K DUMB	Plain cut 3rd key, no programming required.	\$45.00
3K CHIP	Additional key cut and programmed (no remote).	\$90.00
3KR	Additional key and remote, cut and programmed.	\$330.00
3K SMART	3rd key and remote for vehicles with proximity access.	\$450.00
806-1210-VAN	XANTREX 1000W pure sine inverter mounted to rear partition, in cargo area, accessible at side load door with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$705.00
AF CUT 15 AL GM	J & B Aluminum 15' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Express Van)	\$10,760
AF CUT 15 AL FORD	J & B Aluminum 15' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline with Full Seat Pocket)	\$11,115
AF CUT 16 AL GM	J & B Aluminum 16' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Express Van)	\$11,030
AF CUT 16 AL FORD	J & B Aluminum 16' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline with Full Seat Pocket)	\$11,540
AF CUT 17 AL GM	J & B Aluminum 17' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Express Van)	\$11,565
AF CUT 17 AL FORD	J & B Aluminum 17' L x 96" W x 84" H Cutaway Bodies: Aluminum w/Plywood Interior, Radius Front, Pine Floor, 10" x 72" Rear Step Bumper, Solid Bulkhead, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) (Econoline with Full Seat Pocket)	\$11,925
AF CUT BH DOOR	Sliding Bulkhead Door	\$285.00
AF CUT WB	Wheel Boxes	\$695.00
AF 3BARRFT-W	3BARRFT-W Utility Rack Adrian Steel Ladder rack Ford Full Size Transit Cargo Low Roof 3- Bar Rack. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,535.
AF 61-GLFTL2	61-GLFTL GripLock Adrian Steel Ladder rack Ford Full Size Transit Cargo Low Roof Single Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$885.00
AF 63-GLFTL2	63-GLFTL GripLock Adrian Steel Ladder rack Ford Full Size Transit Cargo Low Roof Double Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,255.
AF DDLR61FTL	DDLR61FTL Adrian Steel Ladder rack Ford Full Size Transit Cargo Low Roof Single Slide Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,590.
AF DDLR63FTL	DDLR63FTL Adrian Steel Ladder rack Ford Full Size Transit Cargo Low Roof Double Slide Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	

Order Code	Description	Price
AF DDL61FTM	DDL61FTM Adrian Steel Ladder rack Ford Full Size Transit Cargo Med Roof Single Slide Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	9.3.c
AF DDL63FTM	DDL63FTM Adrian Steel Ladder rack Ford Full Size Transit Cargo Med Roof Double Slide Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,555.00
AF DDL61FTH	DDL61FTH Adrian Steel Ladder rack Ford Full Size Transit Cargo High Roof Single Slide Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,960.
AF DDL63FTH	DDL63FTH Adrian Steel Ladder rack Ford Full Size Transit Cargo High Roof Double Slide Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,420.
AF 5156TL130	5156TL130 Adrian Steel Shelving Package for Full Size Transit Cargo Low Roof Base Commercial 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,095.
AF 5156TL148	5156TL148 Adrian Steel Shelving Package for Full Size Transit CargoLow Roof Base Commercial 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,110.00
AF 4317TL130	4317TL130 Adrian Steel Shelving Package for Full Size Transit Cargo Low Roof General Service 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,450.
AF 4317TL148	4317TL148 Adrian Steel Shelving Package for Full Size Transit Cargo Low Roof General Service 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,465.
AF 4318TL130	4318TL130 Adrian Steel Shelving Package for Full Size Transit Cargo Low Roof PHVAC 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,635.
AF 4318TL148	4318TL148 Adrian Steel Shelving Package for Full Size Transit Cargo Low Roof PHVAC 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,740.
AF 4319TL130	4319TL130 Adrian Steel Shelving Package for Full Size Transit Cargo Low Roof Electrical, Gas 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,370.
AF 4319TL148	4319TL148 Adrian Steel Shelving Package for Full Size Transit Cargo Low Roof Electrical, Gas 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,390.
AF 5156TM130	5156TM130 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof Base Commercial 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,115.00
AF 5156TM148	5156TM148 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof Base Commercial 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,280.
806-1220-VAN	XANTREX 2000W pure sine inverter mounted to rear partition, in cargo area, accessible at side load door with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$1,180.
813-3000UL-VAN	XANTREX 3000W modified sine inverter mounted to rear partition, in cargo area, accessible at side load door with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation with 4/0 powr and ground, ignition controlled solenoid, 300A breaker, heat shrink connectors, and wire loom. (Dealer strongly recommends upgrading alternator and addition of auxillary battery)	\$1,790.
OUTLET REAR VAN	Weather-resistant outlet at rear of van, mounted curbside to either side or back of shelf (interior).	\$165.00
851-0451-VAN	XANTREX Xpower 450W inverter mounted in between driver/passenger seat or front of partition behind passenger seat. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$435.00
806-1206-VAN	XANTREX 600W pure sine inverter mounted in between driver/passenger seat or front of partition behind passenger seat. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$560.00
AA EZ SCREEN	American Aluminum EZ SCREEN system includes front partition with plexiglass covered 1-1/2" punched mesh screen window and 1/2" punched side / rear window guards.	\$4,135.
AA PART	American Aluminum additional partitions for EZ SCREEN system, please specity middle or rear.	\$1,070.
AA SIDE	American Aluminum side step.	\$820.00
AA REAR	American Aluminum rear step.	\$820.00
AA 1-REG COMP PTS	American Aluminum SINGLE compartment prisoner transport system with rear door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and short wheel base cargo van).	\$13,325.
AA 2-REG COMP PTS	American Aluminum TWO compartment prisoner transport system with rear door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and short wheel base cargo van).	\$13,325.
AA 3-REG COMP PTS	American Aluminum THREE compartment prisoner transport system with rear and side door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and short wheel base cargo van).	\$13,910.
AF 5156TH148	5156TH148 Adrian Steel Shelving Package for Full Size Transit Cargo High Roof Base Commercial 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,285.
AF 5156TH148X	5156TH148X Adrian Steel Shelving Package for Full Size Transit Cargo High Roof Base Commercial 148" Wheel Base Extended. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,290.
AF 4317TM130	4317TM130 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof General Service 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	

Order Code	Description	Price
AF 4317TM148	4317TM148 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof General Service 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	9.3.c
AF 4317TH148	4317TH148 Adrian Steel Shelving Package for Full Size Transit Cargo High Roof General Service 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,655.00
AF 4317TH148X	4317TH148X Adrian Steel Shelving Package for Full Size Transit Cargo High Roof General Service 148" Wheel Base Extended. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,665.00
AF 4318TM130	4318TM130 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof PHVAC 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,175.00
AF 4318TM148	4318TM148 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof PHVAC 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,340.00
AF 4318TH148	4318TH148 Adrian Steel Shelving Package for Full Size Transit Cargo High Roof PHVAC 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,350.00
AF 4318TH148X	4318TH148X Adrian Steel Shelving Package for Full Size Transit Cargo High Roof PHVAC 148" Wheel Base Extended. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,350.00
AF 4319TM130	4319TM130 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof Electrical, Gas 130" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,420.00
AF 4319TM148	4319TM148 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof Electrical, Gas 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,580.00
AF 4319TH148	4319TH148 Adrian Steel Shelving Package for Full Size Transit Cargo High Roof Electrical, Gas 148" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,590.00
AF 4319TH148X	4319TH148X Adrian Steel Shelving Package for Full Size Transit Cargo High Roof Electrical, Gas 148" Wheel Base Extended. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,595.00
AF S1M2C2FSV	S1M2C2FSV Adrian Steel Partition Perforated Top Center & Passenger Panels Includes Wing Kit for Ford Full Size Cargo Van Low Roof (no door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,015.00
AA 4-REG COMP PTS	American Aluminum FOUR compartment prisoner transport system with rear and side door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and short wheel base cargo van WITH dual sliding side cargo access doors).	\$13,910.00
AA 1-EXT COMP PTS	American Aluminum SINGLE compartment prisoner transport system with rear door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and long wheel base cargo van).	\$14,020.00
AA 2-EXT COMP PTS	American Aluminum TWO compartment prisoner transport system with rear door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and long wheel base cargo van).	\$14,020.00
AA 3-EXT COMP PTS	American Aluminum THREE compartment prisoner transport system with rear and side door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and long wheel base cargo van).	\$14,605.00
AA 4-EXT COMP PTS	American Aluminum FOUR compartment prisoner transport system with rear and side door entry includes: seat belts, center console, rear step powder coated black, interior protected LED lighting, all hoses, clamps and hardware for hooking up rear factory A/C, diamond plate aluminum floor, 6,000 pound slam locks with Camlocker T-Handles, all locks keyed the same (REQUIRES FACTORY A/C and long wheel base cargo van WITH dual sliding side cargo access doors).	\$14,605.00
AA SQUISH	American Aluminum SQUISH seat for creating a single compartment on an as needed basis for THREE compartment systems.	\$1,320.00
AA STORAGE	American Aluminum under the front bench storage sytem for THREE compartment system.	\$1,320.00
AA CAMERA- 1	American Aluminum SINGLE compartment camera system includes: (1) tamper proof dome camera, (1) CCD backup camera, (1) 5-channel mobile DBR with GPS, and (1) 7" LCD monitor.	\$1,885.00
AA CAMERA- 2	American Aluminum TWO compartment camera system includes: (2) tamper proof dome cameras, (1) CCD backup camera, (1) 5-channel mobile DBR with GPS, and (1) 7" LCD monitor.	\$2,110.00
AA CAMERA- 3	American Aluminum THREE compartment camera system includes: (3) tamper proof dome cameras, (1) CCD backup camera, (1) 5-channel mobile DBR with GPS, and (1) 7" LCD monitor.	\$2,315.00
AF S1M2HC2FSV	S1M2HC2FSV Adrian Steel Partition Perforated Top Center & Passenger Panels Includes Wing Kit for Ford Full Size Cargo Van Low Roof (w/door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,125.00
AF S1M2C2PM	S1M2C2PM Adrian Steel Partition Perforated Top Center & Passenger Panels Includes Wing Kit for Ford Full Size Cargo Van Medium Roof (no door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,195.00
AF S1M2HC2PM	S1M2HC2PM Adrian Steel Partition Perforated Top Center & Passenger Panels Includes Wing Kit for Ford Full Size Cargo Van Medium Roof (w/door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,315.00
AF S1M2C2PM	S1M2C2PM Adrian Steel Partition Perforated Top Center & Passenger Panels Includes Wing Kit for Ford Full Size Cargo Van High Roof (no door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,205.00
AF S1M2HC2PM	S1M2HC2PM Adrian Steel Partition Perforated Top Center & Passenger Panels Includes Wing Kit for Ford Full Size Cargo Van High Roof (w/door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,320.00
AF PARFTL	PARFTL Adrian Steel Composite Partition for Ford Full Size Cargo Van Low Roof Includes Wing Kit With Window . Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,415.00
AF PARFTL- NW	PARFTL-NW Adrian Steel Composite Partition for Ford Full Size Cargo Van Composite Partition Low Roof Includes Wing Kit No Window. Furnished and installed by Action Fabrication, Tarpons Springs FL.	

Order Code	Description	Price
AF PARFTM	PARFTM Adrian Steel Composite Partition for Ford Full Size Cargo Van Low Roof Includes Wing Kit With Window. Furnished and installed by Action Fabrication, Tarpons Springs FL.	9.3.c
AF PARFTM-NW	PARFTM-NW Adrian Steel Composite Partition for Ford Full Size Cargo Van Composite Partition Low Roof Includes Wing Kit No Window. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,485.00
AF PARFTH	PARFTH Adrian Steel Composite Partition for Ford Full Size Cargo Van Low Roof Includes Wing Kit With Window. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,575.
AF PARFTH-NW	PARFTH-NW Adrian Steel Composite Partition for Ford Full Size Cargo Van Composite Partition Low Roof Includes Wing Kit No Window. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,560.
AF 2BARRFT-W	2BARRFT-W Utility Rack Adrian Steel Ladder rack Ford Full Size Transit Cargo Low Roof 2- Bar Rack. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,225.
AF S1M2C2FSF	S1M2C2FSV and Wing Kit Adrian Steel Partition Perforated Top Center & Passenger Panels for GM Full Size Vans (no door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$950.00
AF S1M2HC2FSV	S1M2HC2FSV and Wing Kit Adrian Steel Partition Perforated Top Center & Passenger Panels for GM Full Size Vans (w/door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,065.
AF PARGM-NW	PARGM-NW Adrian Steel Composite Partition for GM Full Size Vans (No Window). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,405.
AF PARGM	PARGM Adrian Steel Composite Partition for GM Full Size Vans (With Window). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,455.
AF 2BRS-W	2BRS-W Adrian Steel 2- Bar Utility Ladder Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$665.00
AF 2BRS-W + 1BRS-W	2BRS-W and 1BRS-W Adrian Steel 3- Bar Utility Rack. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$945.00
AF 2BAR-W	2BAR-W Aluminum Adrian Steel 2- Bar Utility Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$885.00
AF 2BAR-W + 1BAR-W	2BAR-W and 1BAR-W Adrian Steel Aluminum 3- Bar Utility Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,315.
AF 61-GLGM2	61-GLGM2 Adrian Steel Grip Lock Single Lock Down Ladder Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$855.00
AF 63-GLGM2	63-GLGM2 Adrian Steel Grip Lock Double Lock Down Ladder Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,225.
AF DDLR61GM2	DDL61GM2 Adrian Steel Single Slide Down Ladder Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,585.
AF DDLR63GM2	DDL63GM2 Adrian Steel Double slide Down Ladder Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,675.
AF DDLR64GM2	DDL64GM2 Adrian Steel Single Lock Down, Single Lock Down Combo Ladder Rack for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,950.
AF 5384G	5384G Adrian Steel Poly Liner with Partition for GM Full Size Van Std WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,210.
AF 5384GX	5384GX Adrian Steel Poly Liner with Partition for GM Full Size Van Ext WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,645.
AF 2251G	2251G Adrian Steel PHVAC Shelving Package with Partition for GM Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,910.
AF 2256G	2256G Adrian Steel General Contractor Shelving Package with Partition for GM Full Size Van STD WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,545.
AF 2257G	2257G Adrian Steel General Contractor Shelving Package with Partition for GM Full Size Van EXT WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,025.
AF 4316G	4316G AD Series Adrian Steel Commercial Bin BasePlus Shelving Package with Partition for GM Full Size Van STD WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,345.
AF 4316GX	4316GX AD Series Adrian Steel Commercial Bin BasePlus Shelving Package with Partition for GM Full Size Van EXT WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,400.
AF 4317G	4317G AD Series Adrian Steel General Service BasePlus Shelving Package with Partition for GM Full Size Van STD WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,240.
AF 4317GX	4317GX AD Series Adrian Steel General Service Base Plus Shelving Package with Partition for GM Full Size Van EXT WB. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,290.
AF P2NV2FW	P2NV2FW Adrian Steel Full Wire Partition for City Express (Compact Cargo). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$615.00
AF P2NV2S	P2NV2S Adrian Steel Steel Partition for City Express (Compact Cargo). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$855.00
AF 2BNV2 2	2BNV2 2-Bar Utility Rack. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$890.00
AF 61-NV2	61-NV2 Single Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,170.
AF 63-NV2	63-NV2 Double Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,585.
AF 4959	4959 Adrian Steel Compact Cargo Management Steel Partition and Single Driver Side Shelf for City Express. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,395.
AF 4960	4960 Adrian Steel Compact Cargo Management Wire Partition and Single Driver Side Shelf for City Express. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,155.
AF 4964	4964 Adrian Steel Compact Cargo Management Steel Partition and Single Driver Side Shelf with 3 hooks for City Express. Furnished and installed by Action Fabrication, Tarpons Springs FL.	

Attachment: 2020-Nissan+NV+200+SV+Compact+Cargo+-+66210 (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
AF 5099	5099 Adrian Steel Electrical Package for City Express. Furnished and installed by Action Fabrication, Tarpons Springs FL.	9.3.c
AF 5096	5096 Adrian Steel Plumbing Package for City Express. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,345.00
AF 5098	5098 Adrian Steel Commercial Package for City Express. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,335.
AF 5100	5100 Adrian Steel General Service Package for City Express. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,130.
AF S1M2C2FSF + WKC1LCVS3	S1M2C2FSV and Wing Kit Adrian Steel Partition Perforated Top Center & Passenger Panels for Nissan NV Low Roof Full Size Vans (no door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,000.
AF S1M2HC2FSV + WKC1LCVS3	S1M2HC2FSV and Wing Kit Adrian Steel Partition Perforated Top Center & Passenger Panels for Nissan NV Low Roof Full Size Vans (w/door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,115.0
AF S1M2C2FSF + WKC1LCVH3	S1M2C2FSV and Wing Kit Adrian Steel Partition Perforated Top Center & Passenger Panels for Nissan NV High Roof Full Size Vans (no door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,165.
AF S1M2HC2FSV + WKC1LCVH3	S1M2HC2FSV and Wing Kit Adrian Steel Partition Perforated Top Center & Passenger Panels for NV High Roof Full Size Vans (w/door). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,280.
AF PARNL-NW	PARNL-NW Adrian Steel Composite Partition for Nissan NV Low Roof Full Size Vans (No Window). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,395.
AF PARNL	PARNL Adrian Steel Composite Partition for Nissan NV Low Roof Full Size Vans (With Window). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,410.
AF PARNH-NW	PARNH-NW Adrian Steel Composite Partition for NV High Roof Full Size Vans (No Window). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,590.
AF PARNH	PARNH Adrian Steel Composite Partition for NV High Roof Full Size Vans (With Window). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,610.
AF 2BNLCV-W	2BNLCV-W Adrian Steel 2- Bar Utility Ladder Rack for Full Size Low Roof NV Cargo Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$750.00
AF 3BARRNV-W	3BARRNV-W Adrian Steel 3- Bar Utility Rack for Full Size Low Roof NV Cargo Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,465.
AF 61-GLNVL2	61-GLNVL2 Adrian Steel Grip Lock Single Lock Down Ladder Rack for Full Size Low Roof NV Cargo Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$885.00
AF 63-GLNVL2	63-GLNVL2 Adrian Steel Grip Lock Double Lock Down Ladder Rack for Full Size Low Roof NV Cargo Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,250.
AF LCVLR-S61	LCVLR-S61 Adrian Steel Single Slide Down Ladder Rack for Full Size Low Roof NV Cargo Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,665.
AF LCVLR-S63	LCVLR-S63 Adrian Steel Double slide Down Ladder Rack for Full Size Low Roof NV Cargo Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,905.
AF LCVLR-H63	LCVLR-H63 Adrian Steel Fold Down Ladder Rack for Full Size NV Cargo Van "High Roof". Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,945.
AF 4690NS	4690NS Adrian Steel HVAC Starter Shelving Package with Partition for NV Low Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,815.
AF 5079NH	5079NH Adrian Steel HVAC Starter Shelving Package with Partition for NV High Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,685.
AF 4686NS	4686NS Adrian Steel General Service Starter Shelving Package with Partition for NV Low Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,090.
AF 4686NH	4686NH Adrian Steel General Service Starter Shelving Package with Partition for NV High Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,250.
AF 4484	4484 Adrian Steel Commercial Starter Shelving Package with Partition for NV Low Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,870.
AF 4519	4519 Adrian Steel Base Starter Package with Partition for NV High Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,035.
AF 4687NS	4687NS Adrian Steel Electrical Starter Package with Partition for NV Low Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,085.
AF 4687NH	4687NH Adrian Steel Electrical Starter Package with Partitionfor NV High Roof Full Size Van. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,250.
AF P2NV2FW	P2NV2FW Adrian Steel Full Wire Partition for NV200 (Compact Cargo). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$615.00
AF P2NV2S	P2NV2S Adrian Steel Steel Partition for NV200 (Compact Cargo). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$855.00
AF 2BNV2 2	2BNV2 2-Bar Utility Rack. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$890.00
AF 61-NV2	61-NV2 Single Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,165.
AF 63-NV2	63-NV2 Double Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,585.00
AF 4959	4959 Adrian Steel Compact Cargo Management Steel Partition and Single Driver Side Shelf for NV200. Furnished and installed by Action Fabrication, Tarpons Springs FL.	Packet Pg. 87
AF 4960	4960 Adrian Steel Compact Cargo Management Wire Partition and Single Driver Side Shelf for NV200. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,155.00

Order Code	Description	Price
AF 4964	4964 Adrian Steel Compact Cargo Management Steel Partition and Single Driver Side Shelf with 3 hooks for NV200. Furnished and installed by Action Fabrication, Tarpons Springs FL.	9.3.c
AF 5099	5099 Adrian Steel Electrical Package for NV200. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,005.00
AF 5096	5096 Adrian Steel Plumbing Package for NV200. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,345.
AF 5098	5098 Adrian Steel Commercial Package for NV200. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,335.
AF 5100	5100 Adrian Steel General Service Package for NV200. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,130.
AF P2PMCFW15	P2PMCFW15 Adrian Steel ProMaster City Partition Full Wire. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$660.00
AF P2PMCS15	P2PMCS15 Adrian Steel ProMaster City Partition Steel. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$775.00
AF 2BPMC	2BPMC Adrian Steel ProMaster City Ladder Rack Alum. Utility Rack. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$900.00
AF 61-PMC	61-PMC Adrian Steel ProMaster City Ladder Rack Single Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,170.
AF 63-PMC	63-PMC Adrian Steel ProMaster City Ladder Rack Double Lock Down. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,585.
AF 4961PMC	4961PMC Adrian Steel ProMaster City 12" Shelving Package Base HD. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,500.
AF 4962PMC	4962PMC Adrian Steel ProMaster City 12" Shelving Package Base HD. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,315.
AF 5082PMC	5082PMC Adrian Steel ProMaster City 12" Shelving Package Commercial. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,500.
AF 5084PMC	5084PMC Adrian Steel ProMaster City 12" Shelving Package General Service. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,490.
AF 5083PMC	5083PMC Adrian Steel ProMaster City 12" Shelving Package Electrical. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,120.
AF 5080PMC	5080PMC Adrian Steel ProMaster City 12" Shelving Package Plumbing. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,465.
AF S1M2C2PM	Adrian Steel Ram ProMaster Partition S1M2C2PM and Wing Kit (no door) Perforated Top Center & Passenger Panels. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,205.
AF S1M2HC2PM	Adrian Steel Ram ProMaster Partition S1M2HC2PM and Wing Kit (w/door) Perforated Top Center & Passenger Panels. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,320.
AF 2BARRPM-W	2BARRPM-W Adrian Steel Ram ProMaster Ladder Racks Full Size Van Aluminum Utility Rack 2- Bar Rack (Standard Roof). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,245.
AF 3BARRPM-W	3BARRPM-W Adrian Steel Ram ProMaster Ladder Racks Full Size Van Aluminum Utility Rack 3- Bar Rack (Standard Roof). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$1,545.
AF DD61PML118	DD61PML118 Adrian Steel Ram ProMaster Ladder Racks Full Size Van Single Drop Down (118" WB). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,050.
AF DD63PML118	DD63PML118 Adrian Steel Ram ProMaster Ladder Racks Full Size Van Double Drop Down (118" WB). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,560.
AF DD61PML136	DD61PML136 Adrian Steel Ram ProMaster Ladder Racks Full Size VanSingle Drop Down (136"" WB). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,050.
AA CAMERA-4	American Aluminum FOUR compartment camera system includes: (4) tamper proof dome cameras, (1) CCD backup camera, (1) 5-channel mobile DBR with GPS, and (1) 7" LCD monitor.	\$2,515.
AA CARPET	Upgrade American Aluminum prisoner transport system to include a carpeted bulkhead in order to reduce odor and noise.	\$970.00
AA CUSH-1	American Aluminum seat cushions for 1 or 2 compartment prisoner transport systems.	\$2,185.
AA CUSH-3	American Aluminum seat cushions for 3 or 4 compartment prisoner transport systems.	\$2,740.
AA SDD	American Aluminum solid drop doors to block all visibility between compartments.	\$220.00
AA INSULATE	American Aluminum rear cargo insulation with R4 and R11 applied to interior walls prior to install.	\$2,560.
AA CONSOLE	American Aluminum console box	\$575.00
AA INTERCOM-1	American Aluminum intercom system for SINGLE compartment transport system.	\$520.00
AA INTERCOM-2	American Aluminum intercom system for TWO compartment transport system.	\$760.00
AA INTERCOM-3	American Aluminum intercom system for THREE compartment transport system.	\$1,000.
AA INTERCOM-4	American Aluminum intercom system for FOUR compartment transport system.	\$1,240.
AA 8-ANIMAL	American Aluminum 8 compartment animal control system with front partition includes: aluminum construction, insulation prior to install, interior lighting, catch pole holder and aluminum treadplate floor. (REQUIRES REAR A/C & DUAL SLIDE SIDE CARGO DOORS) Installed in Perry, FL	\$20,575.00
AA 9-ANIMAL	American Aluminum 9 compartment animal control system with front partition includes: aluminum construction, insulation prior to install, interior lighting, catch pole holder and aluminum treadplate floor. (REQUIRES REAR A/C) Installed in Perry, FL	\$20,575.00

Attachment: 2020-Nissan+NV+200+SV+Compact+Cargo+-+66210 (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
AA 10-ANIMAL	American Aluminum 9 compartment animal control system with front partition includes: aluminum construction, insulation prior to install, interior lighting, catch pole holder and aluminum treadplate floor. (REQUIRES REAR A/C) Installed in Perry, FL	9.3.c
AA SUVAULT-2	American Aluminum TWO drawer weapon storage vault with secure lock T-handle locking system, powder coated black with mesh basket on top.	\$2,630.00
AA UNINSTALL	Uninstall customer provided prisoner transport system, includes transportation to-from Perry, FL.	\$1,770.00
AA CLEAN	Sanitize customer provided prisoner transport system.	\$980.00
AA INSTALL	Re-install customer provided prisoner transport system, includes transportation from Perry, FL.	\$1,570.00
SOB-VAN	HD Scorpion spray on bed liner applied to floor surface of cargo area including approximately 6" up the side walls and partition of cargo van.	\$810.00
AF DD63PML136	DD63PML136 Adrian Steel Ram ProMaster Ladder Racks Full Size Van Double Drop Down (136" WB). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$3,560.00
AF PMLR-H61	PMLR-H61 Adrian Steel Ram ProMaster Ladder Racks Full Size Van LoadRite High Roof Single Slide Down (specify wheel base). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$2,700.00
AF PMLR-H63	PMLR-H63 Adrian Steel Ram ProMaster Ladder Racks Full Size Van LoadRite High Roof Double Slide Down (specify wheel base). Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$4,530.00
AF 5180	5180 Adrian Steel Ram ProMaster Shelving Package General Service 136" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,555.00
AF 5185	5185 Adrian Steel Ram ProMaster Shelving Package General Service 159" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$5,835.00
AF 5181	5181 Adrian Steel Ram ProMaster Shelving Package Electrical Contractor 136" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,490.00
AF 5186	5186 Adrian Steel Ram ProMaster Shelving Package Electrical Contractor 159" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,930.00
AF 5182	5182 Adrian Steel Ram ProMaster Shelving Package Security 136" Wheel Base. Furnished and installed by Action Fabrication, Tarpons Springs FL.	\$6,010.00
Options: Terry Taylor's DeLand Nissan. Inc.		
Order Code	Description	Price
66110	Credit Delete option to Basic S model deletes remote keyless entry, Cruise control, Body colored bumpers and painted rearview mirrors, Full size wheel covers and chrome grill.	\$830.00
BUA	Backup alarm, dealer installed 92 db	\$149.00
Vent Shades	Vent visors - stick-on style	\$147.00
Trailer wiring	Class I trailer wiring 4 wire connector	\$197.00
Class 1 Hitch	Class I hitch Dealer installed For racks and ball mount accessories; Not approved for towing.	\$390.00
Deep tint	Deep tint for base; All glass plus visor strip on windshield	\$297.00
Nitro Fill	Nitrogen filled tires including spare tire	\$149.00
F02	Rear Door Glass Includes Back Door Glass w/ Privacy + Back Door Glass Defroster + Interior Rear View Mirror	\$189.00
F03	Rear Sonar System Includes Rear Sonar Sensors;	\$248.00
F04	Sliding Door Glass Package (Pass side) Includes Privacy Glass w/ Wire Mesh + Back Door Privacy Glass w/ Wire Mesh + Back Door Glass Defroster + Interior Rear View Mirror;	\$378.00
B92	Splash Guards (set of 4)	\$160.00
B93	Body Side Molding	\$210.00
B94	Rear Bumper Protector	\$85.00
L92	All Season Floor Mats	\$105.00
Basic Shelf Pkg	Service Package including shelving; Basic commercial package with partition and 32" HD Shelf Kit; Additional 32" shelf \$398.00; Additional 28" Shelf Kit \$378.00;	\$1,176.00
Ladder rack 1	Single Ladder Grip Lock Rack	\$1,490.00
Ladder Rack 2	Double Ladder Grip Lock Rack	\$1,770.00
Partition	Metal Partition only; vented at top; No door	\$798.00
Comp Partition	Composite partition, Protexx Van Partition/window	\$1,290.00
Wire Partition	Welded wire partition no door	\$785.00
EE Pac	Electrical Package	\$3,190.00
Plumb Pkg	Plumbing Package	\$2,640.00
Gener Pac	General Services Package	\$2,790.00
Computer Stand	Computer Stand	
3rd key	Additional Key(s) or Key Fob(s) when applicable Includes Dealer programing	\$347.00

Attachment: 2020-Nissan+NV+200+SV+Compact+Cargo+-+66210 (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

Order Code	Description	Price
Safety Pkg	Triangle flare kit and 2.5 ABC Fire Extinguisher	9.3.c
Strobes	4 corner Strobes surface mounted dealer installed;	\$590.00
Amber Light bar	Amber LED Light Bar with Work lights, Alley Lights & Rear Traffic Advisor Installed	\$2,110.00
Temp Tag	Temporary tag, Vehicle Title Work is provided and Temporary Tag Issued	\$25.00
Tag Transfer	Transfer existing registration (must provide tag number)	\$120.00
New Tag	New Yellow Tag (specify state, county, city, sheriff, etc.) Includes Secure Delivery	\$156.00
5 yr/100,000 mile	Warranty -FREE Bumper to Bumper 5 Yr/100,000 Mile Warranty; Contact dealer for Complete details	\$0.00

Attachment: 2020-Nissan+NV+200+SV+Compact+Cargo+--+66210 (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase

FSA Cooperative Purchasing Program



Contract: FSA19-VEH17.0
Heavy Trucks and Equipment

Contract: FSA19-VEL27.0
Pursuit, Administrative and Other Vehicles

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

Contents

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE	5
1.02 PURPOSE	6
1.03 TERM OF CONTRACT.....	6
1.04 ESTIMATED QUANTITIES.....	6
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	6
1.06 FUNDING.....	6
1.07 CURRENCY.....	7
1.08 GENERAL DEFINITIONS	7
1.09 ELIGIBLE PURCHASERS OF CONTRACT.....	8
1.10 LEGAL REQUIREMENTS.....	9
1.11 PATENTS & ROYALTIES	9
1.12 FEDERAL AND STATE STANDARDS.....	9
1.13 UNDERWRITERS' LABORATORIES	9
1.14 AMERICANS WITH DISABILITIES ACT	10
1.15 REASONABLE ACCOMMODATION	10
1.16 MINORITY BUSINESS ENTERPRISE (MBE)	10
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC)	10
1.20 TAX EXEMPTION	11
1.21 TAXES	11
1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.23 COMMUNICATIONS.....	11
1.24 CLARIFICATION AND ADDENDA.....	11
1.25 SIGNED BID CONSIDERED AN OFFER	12
1.26 ASSIGNMENT OF CONTRACT	12
1.27 TERMINATION OF PRODUCT LINE	12
1.28 METHOD OF AWARD	13

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

1.29	DEMONSTRATION OF COMPETENCY.....	13
1.30	VENDOR ABILITY TO PERFORM	13
1.31	FINANCIAL RESPONSIBILITY	14
1.32	QUALITY AND SAFETY	14
1.33	NONCONFORMANCE	14
1.34	GRATUITIES	15
1.35	TIE BIDS	15
1.36	RIGHT TO AUDIT	15
1.37	LIABILITY, INSURANCE, LICENSES AND PERMITS	16
1.38	BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.....	16
1.39	ELIMINATION FROM CONSIDERATION	16
1.40	COLLUSION	16
1.41	DEFAULT	17
1.42	PROTESTS AND ARBITRATION	17
1.43	NONPERFORMANCE	18
1.44	SEVERABILITY	19
1.45	TERMINATION FOR CAUSE	20
1.46	TERMINATION WITHOUT CAUSE	20
1.47	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO	20
2.0	BIDDER INSTRUCTIONS	21
2.01	BIDDER QUALIFICATIONS	21
2.02	LICENSING/FACILITIES.....	21
2.03	INSURANCE AND INDEMNIFICATION	22
2.04	SPECIFICATIONS.....	24
2.05	FIXED PRICES.....	24
2.06	SEALED BIDS.....	24
2.07	EXCEPTIONS, OMISSION AND ERRORS	24
2.08	MISTAKES.....	25
2.09	EQUIVALENTS	25
2.10	MANDATORY PRE-BID MEETING	25
2.11	QUALIFICATION	26

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

2.12	PRICES QUOTED	26
2.13	OPTION PRICING	26
2.14	EMERGENCY LIGHTS AND SIRENS.....	28
2.15	SUBMITTAL OF BID	29
2.16	ZONE BIDDING	30
2.17	EXECUTION OF BID	30
2.18	MODIFICATION OR WITHDRAWALS OF BIDS	31
2.19	LATE BIDS.....	31
2.20	BID OPENING	31
2.21	DETERMINATION OF RESPONSIVENESS	31
2.22	RESPONSIBLE BIDDER CRITERIA.....	31
2.23	BASIS FOR AWARD.....	32
2.24	FIRM BID	32
2.25	BID TABULATIONS.....	32
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT.....	33
2.27	CONE OF SILENCE	33
3.0	CONTRACT CONDITIONS	34
3.01	GENERAL REQUIREMENTS.....	34
3.02	STATEMENT OF AUTHORITY	34
3.03	VENDOR CONTACT INFORMATION	34
3.04	OPTION TO RENEW & PRICE ADJUSTMENT.....	34
3.05	ADDITIONS AND DELETIONS.....	35
3.06	EQUITABLE ADJUSTMENT.....	35
3.07	DISCOUNTS	35
3.08	CONDITIONS	35
3.09	PRODUCTION CUTOFF	36
3.10	FACILITIES	36
3.11	SUBSTITUTIONS	36
3.12	POLICE RATED VEHICLES & MOTORCYCLES.....	36
3.13	SPECIAL SERVICE VEHICLES.....	37
3.14	CAB AND CHASSIS PURCHASES.....	37

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

3.15	FACTORY INSTALLED	37
3.16	VENDOR INSTALLED	38
3.17	NON-SCHEDULED OPTIONS	38
3.18	FORCE MAJEURE	38
3.19	DELIVERY TIME.....	38
3.20	ORDER	39
3.21	VEHICLE AND EQUIPMENT DELIVERY	40
3.22	INSPECTION AND ACCEPTANCE.....	41
3.23	REGISTRATION, TAG AND TITLE.....	42
3.24	INVOICING AND PAYMENTS	42
3.25	WARRANTY REPAIRS AND SERVICE	42
3.26	INADEQUATE SERVICE	42
3.27	REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS.....	43
3.28	ADMINISTRATIVE FEE	44
3.29	LIQUIDATED DAMAGES	44
	Appendix A.....	46
	Appendix B	47
	Appendix C	48
	Appendix D.....	49
	Appendix E	50

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Annette Grissom, FSA Cooperative Purchasing Program Coordinator II
E-mail: agrissom@flsheriffs.org
Phone: 850-877-2165 ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165 ext. 5833
Fax: 850-878-5115

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

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified 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 a twelve (12) month contract with manufacturers and manufacturer's authorized vendors for the purchase of vehicles and equipment on a "no trade-in basis".

1.03 TERM OF CONTRACT

This contract shall remain in effect for one (1) year from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04.

The term of contract begins October 1, 2019 and ends September 30, 2020.

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

In FY 2017-18, eligible users purchased approximately 8,330 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

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.

It is our practice to give consideration to the prices offered, but 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

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to 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.
- i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

- j. **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:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **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, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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, county 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.

1.11 PATENTS & ROYALTIES

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.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

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 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 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is 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 of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point 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.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions Rev 8/7/2019

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

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 TAXES

Customers 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.

1.22 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):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

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.

1.24 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.

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.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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.

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 bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest. 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, that pursuant to section 2.26, 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.

1.25 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 and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 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.

1.27 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.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor prior to conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 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 within a specification, 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.

1.29 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 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.

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.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page 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 the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice.

1.32 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.

Products 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.

1.33 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:

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers 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.

1.35 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

1.36 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 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 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 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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 customer 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 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.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

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 and assure all work complies with all applicable county and municipal code requirements. 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.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser 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.

1.39 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.

1.40 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been 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.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, 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 bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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. 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 product line 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 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.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment 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 vehicle/equipment, 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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 specifications 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 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 is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment 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 vehicles or equipment 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.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

1.45 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 off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 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 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 balanced of the Contract or cancellation charges.

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.

1.47 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 the 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract, or who have previously had their participation limited by the FSA, must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet number: By providing this number, the bidder agrees and authorizes FSA to obtain their financial information/reports from these entities
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/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/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company 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.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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 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 project.

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 at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. 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 maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA.

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 at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days after public bid opening. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

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 he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven 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.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units 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 document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the VendorLink bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the price sheets or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

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 in this Contract.

2.06 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.07 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.09 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization, signs a memo of understanding 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

2.11 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA19-VEH 17.0 only,
 - Manufacturer Authorization Forms are not required for Contract FSA19-VEL27.0.
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01

The qualification forms are located on the bid system.

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 specification, 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 specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

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.

2.13 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.

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 vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

Bidder must use proper factory codes for all factory options. Options available through the factory must be bid and supplied to purchaser as “factory” options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid.

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, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer’s option requested in this bid that is not listed as an option in the manufacturer’s order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer’s product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

Option Upload

The bid system will receive option information from bidders through a predefined Excel file upload. The information required for the bid submission of the options include:

- Item number (FSA specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for specification or item number bid. Therefore, any bidders that do not indicate the correct item number that corresponds to the correct option code, price and description will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

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. The bid system will not allow for negative numbers, and any option upload with negative numbers will not be accepted.

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 department 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 also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will 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.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.15 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on VendorLink bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in Vendorlink, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.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:

1. Submit bid electronically through VendorLink for the applicable bid.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
5. Bids must be input into the standardized format in VendorLink.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

7. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Completed pricing sheet
 - Pricing sheet must be downloaded from VendorLink, completed, and uploaded back into VendorLink. Modifications to the format of the predefined Excel spreadsheet are prohibited, and will cause the bid to be rejected.
- Build sheet for each item bid
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing, See Section 2.13
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable
- Emergency Vehicle Technician Certifications, if applicable
- Service Standard Plan, Section 2.02, if applicable
- Any requested equivalents, Section 2.09, or exceptions, Section 2.07

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.16 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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 Page with the signature of an authorized representative no later than the date of the final award.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

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 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 believes that the 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 stated 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 will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and if they have provided all the required information.

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 eligibility 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;

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

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 nonresponsive.

2.23 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

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 vehicles and equipment 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 vehicle or equipment, 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 as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

FLORIDA SHERIFFS ASSOCIATION**Cooperative Purchasing Program****Contract Terms and Conditions** Rev 8/7/2019

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. 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 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 the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

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.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions Rev 8/7/2019

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 vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, or in the event of material changes in tariffs that result in cost increases of 15% or more.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

For any vendor-initiated adjustment to commence on the first day of the renewed contract term, the vendor's request or adjustment should be submitted one hundred and twenty (120) days prior to expiration of the then current contract. The vendor adjustment request must clearly substantiate the requested increase. 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 pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The 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 the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, 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/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 DISCOUNTS

Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment 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%).

3.08 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

3.09 PRODUCTION CUTOFF

Vendor 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. Notification shall be provided in writing.

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.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

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 specifications, FSA may consider substitutions from the same manufacturer.

3.10 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.11 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.12 POLICE 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.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program
<https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook>

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

[639203 7.pdf](#)

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.13 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police 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 manufactures published information for detailed information regarding these vehicles.

3.14 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.15 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

3.16 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, 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 item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.17 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.18 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.

3.19 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

3.20 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor 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. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

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 vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification 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.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

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.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment 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 returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. The Confirmation of Order form is included in Appendix C.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.21 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

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 police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. 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. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

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. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment 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 vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.22 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 8/7/2019

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.23 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

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 vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.24 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.

A purchaser has three (3) working days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

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.

3.25 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.26 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the following examples:

Examples:

County = Florida County, County of PO 12345	<i>ABC County BCC PO 12345.pdf</i>
City = Florida City, City of PO 12345	<i>ABC City PO 12345.pdf</i>
Sheriff = Sheriff Office of PO 12345	<i>ABC Sheriff PO 12345.pdf</i>
Education = Institution Name PO 12345	<i>ABC County College PO 12345.pdf</i>

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders will be returned to the reporting vendor for correction of deficiencies.

All quarterly reports are to be sent to REPORTS@flsheriffs.org.

Quarterly reports must be complete with the name of the vendor. For example, "Best Vendor" in the document header. Do not indicate the quarter on the top of the report. Do not include purchase orders with quarterly reports. The template of a quarterly report is located in Appendix D.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a vendor has no sales within a quarter, the vendor is required to submit a quarterly report, mark the box on the green line and indicate "NO SALES THIS QUARTER" on the report.

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

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.28 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 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.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. 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 fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.29 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or 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 within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and quarterly reports will incur liquidated damages in the amount of \$25 for

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 8/7/2019

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 and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. 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 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 Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order 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 damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, 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.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions Rev 8/7/2019

Appendix A



Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

Old Information

New Information

Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

Old Contact Information

New Contact Information

Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

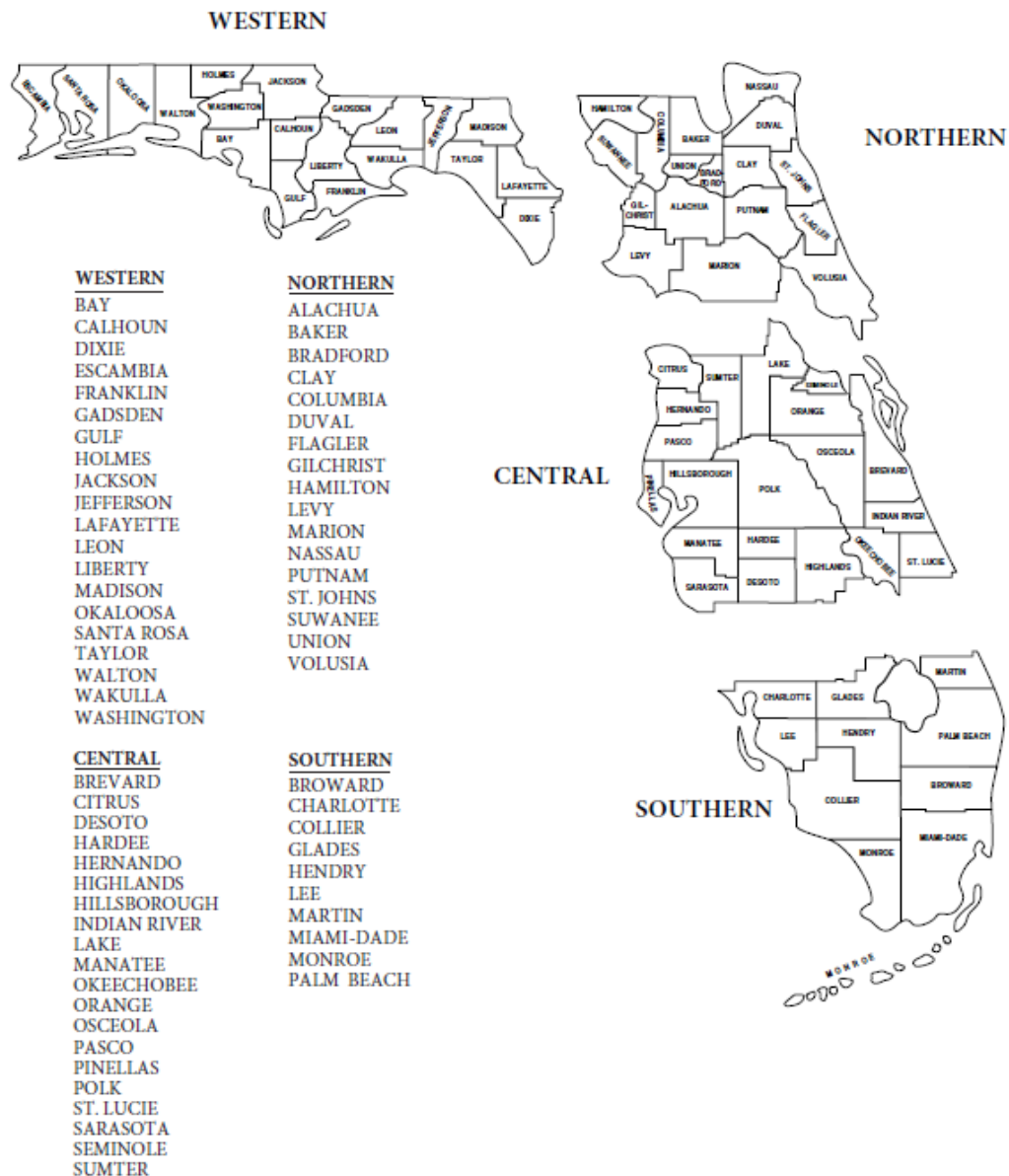
Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions Rev 8/7/2019

Appendix B

FSA CONTRACT ZONE MAP



v.10_2015

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions Rev 8/7/2019

Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

Appendix D

[illegible]

Attachment: 2020-FSA-Contract (2019-R-75 : Approval to Piggy-Back the Florida Sheriff's Contract to Purchase Vehicles)

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
 Contract Terms and Conditions Rev 8/7/2019

Appendix E



Bid Calendar

FSA19-VEL27.0 Pursuit, Administrative and Other Vehicles

FSA19-VEH17.0 Heavy Trucks and Equipment

Contract Period: October 1, 2019 – September 30, 2020

CALENDAR ITEM	DATE
Bid Announcement	5/13/19 & 5/28/19
Voluntary Workshop – 10:30 AM EDT Contract FSA19-VEL27.0	6/20/19
Voluntary Workshop – 2:00 PM EDT Contract FSA19-VEH17.0	6/20/19
Mandatory Pre-Bid Meeting for Contract FSA19-VEL27.0	7/9/19
Mandatory Pre-Bid Meeting for Contract FSA19-VEH17.0	7/10/19
Request for Clarifications Due – 5:00 PM EDT	8/2/19
Mandatory Qualifying Documents Submission – 5:00 PM EDT	8/2/19
FSA Response to Request for Clarifications	8/9/19
Cone of Silence	8/9/19 – 10/1/19
Bid System Open	8/9/19
Bid Submissions Due	9/3/19
Public Bid Opening – 10:00 AM EDT	9/4/19
Fleet Advisory Committee Bid Review	9/9/19 – 9/12/19
Intent to Award Posted	9/13/19
Final Bid Award	10/1/19

Workshop Instructions:

Voluntary workshops are via teleconference. To participate, call-in on the designated date and times in the calendar for the contract of interest.

Dial-in # 1-800-920-7487

Participant # 6849541#

Pre-Bid Meeting Location:

Falkenberg Road Jail Assembly Room
 520 North Faulkenberg Road
 Tampa, FL 33613

Pre-Bid Meeting Itinerary:

FSA19-VEL27.0 Pursuit, Administrative & Other Vehicles
 July 9, 2019
 9:00 AM – 4:00 PM EDT

FSA19-VEH17.0 Heavy Trucks and Equipment
 July 10, 2019
 9:00 AM – 4:00 PM EDT



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggybacking Volusia County Master Agreement No. 87013945 with Ferguson Enterprises, Inc., for the Purchase of the Fiscal Year 2019-2020 Supply of Plumbing Supplies for the Water Treatment Plant and Water Distribution System for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-76
APPLICANT:
PLANNER:

DISCUSSION:

The City's Water Treatment Plant utilizes various plumbing supplies for the repair and maintenance of the water treatment plant and water distribution system whether scheduled repairs or emergency repairs. Supplies such as distribution piping, repair clamps, water meter installation and repair, and fire hydrant repair as well as maintenance. These supplies are obtained through the piggybacking procurement method. The annual requested amount for this authorization is \$20,000. There is budget available in both Water and Wastewater for these requested supplies.

Piggyback Agreements

Volusia County holds an agreement with Ferguson Enterprises, Inc. to provide their annual supply of plumbing supplies. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Ferguson Enterprises, Inc.. This agreement was approved July 8th, 2017 and will terminate on July 8th, 2020. These supplies are recommended to be purchased under this agreement.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for

review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The expenditures related to the purchase of these plumbing supplies are budgeted in the water division budget. The actual amount of expenditures for the above plumbing supplies will vary with use throughout the year as required by the repair and maintenance processes of the water treatment plant and water distribution system. Funds are budgeted through this division's repair and maintenance account.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2019-2020 supply of water treatment plant and water distribution system for the Public Works Department and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 87013945 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- FergusonVolusiacontract (PDF)
- VC Bid 17-B-109VB (PDF)
- 7-20-17 CC Approval (PDF)

Resolution No. 2019-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGYBACKING VOLUSIA COUNTY MASTER AGREEMENT NO. 87013945 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY BACKING VOLUSIA COUNTY MASTER AGREEMENT NO: 8701 3945 WITH FERGUSON ENTERPRISES, INC., FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF PLUMBING SUPPLIES FOR THE WATER TREATMENT PLANT AND WATER DISTRIBUTION SYSTEM FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of plumbing supplies for the water treatment plant and water distribution system; and

WHEREAS, the City has secured pricing agreements utilizing the piggybacking procurement method permitted under the City's purchasing guidelines; and

WHEREAS, Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and

conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

WHEREAS, the City Commission does hereby approve piggy backing the Volusia County contract #17-B-109VB agreement with Ferguson Enterprises, Inc. to provide their Fiscal Year 2019-20 plumbing supplies of water treatment plant and water distribution system repair and maintenance for the Public Works Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. That the City Commission does hereby approve the price agreement for Fiscal Year 2019-2020 for the purchase of plumbing supplies for the repair and maintenance of the water treatment plant and water distribution system, in an amount not to exceed \$20,000 and authorizes the City Manager to execute any necessary price agreements.

SECTION 2. That the City Commission does hereby approve the piggy backing the Volusia County contract # 17-B-109VB with Ferguson Enterprises, Inc. to provide their Fiscal Year 2019-20 plumbing supplies of water treatment plant and water distribution system repair and maintenance for the Public Works Department.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 12th day of
NOVEMBER, 2019.**

SUBMIT TO:

**COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608**

AN EQUAL OPPORTUNITY EMPLOYER

**INVITATION TO BID**

www.volusia.org/purchasing

CONTACT PERSON:

Vikky Bertling 386-626-6626
Email:..... vbertling@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH:..... 386-423-3300

TITLE:

Plumbing Supplies

NUMBER:

17-B-109VB

SUBMITTAL DEADLINE:

**Tuesday June 6, 2017,
at 3:00 p.m., EST**

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:

A pre-bid conference will be held in the Management & Budget
Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00
a.m., EST, Tuesday, May 16, 2017

*SUBMITTALS RECEIVED AFTER
ABOVE DATE AND TIME WILL NOT
BE CONSIDERED*

Matthew Venier

FIRM'S NAME:

840 Jimmy Ann Dr.

MAILING ADDRESS:

Daytona Beach, FL 32114

CITY – STATE – ZIP:

matthew.venier@ferguson.com

E-MAIL ADDRESS:

888-334-0004

888-334-8112

PHONE NUMBER:**FAX NUMBER:**

The vendor acknowledges that information provided in
this Bid is true and correct and agree to all terms and
conditions contained in this Bid and related Exhibits.

x  5/22/17
Authorized Signature Date

Matthew Venier

Printed Name

Outside Sales - Commercial MRO

Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

54-1211771

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

2017 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# 855377

Entity Name: FERGUSON ENTERPRISES, INC.

Current Principal Place of Business:12500 JEFFERSON AVENUE
NEWPORT NEWS, VA 23602**Current Mailing Address:**P.O. BOX 2778
NEWPORT NEWS, VA 23602

FEI Number: 54-1211771

Certificate of Status Desired: No

Name and Address of Current Registered Agent:CORPORATE CREATIONS NETWORK INC.
11380 PROSPERITY FARMS ROAD #221E
PALM BEACH GARDENS, FL 33410 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title TREASURER, DIRECTOR
Name KELTNER, DAVID L
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Title PRESIDENT, DIRECTOR, CEO
Name ROACH, FRANK W
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR, COO
Name MURPHY, KEVIN M
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR
Name CROSS, JAMES K
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR
Name WILCOX, JOHN L
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR
Name VANDERVENNET, KEITH D
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR, SENIOR VICE PRESIDENT
 & SECRETARY, CHIEF LEGAL
 OFFICER
Name LEMERE, MARY ANN G
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR
Name PETOCK, STEVEN D
Address 12500 JEFFERSON AVENUE
City-State-Zip: NEWPORT NEWS VA 23602

Continues on page 2*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: FRANK W. ROACH, PRESIDENT

DIANA SERRA AS
ATTORNEY-IN-FACT

04/26/2017

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title DIRECTOR
 Name GROSSLIGHT , STEVEN F
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR
 Name RUSSELL , W. SCOTT
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title ASSISTANT SECRETARY
 Name MEEKER, DAVID N.
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title ASSISTANT SECRETARY
 Name BLANKINSHIP, JOHN R.
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title DIRECTOR
 Name ROZNOWSKI , STEVEN M
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title ASSISTANT SECRETARY
 Name GALLO, ERIC A.
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

Title CFO, DIRECTOR
 Name BRUNDAGE, WILLIAM S.
 Address 12500 JEFFERSON AVENUE
 City-State-Zip: NEWPORT NEWS VA 23602

5/22/2017, 2017

5.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] Ferguson Enterprises, Inc
_____ has carefully examined the specifications to furnish Plumbing
Supplies, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST,
on Tuesday June 6, 2017**, and further declares that the firm will furnish the Plumbing Supplies
according to specifications.

Complete Attachment A and return with bid submittal

(Open Attachment A from website, perform "file save as" and save spreadsheet to your computer. Fill in
pricing, preferably electronically.)

**Include Attachment A in Excel format (not pdf) on CD with the rest of your submittal
documents.**

The County reserves the right to negotiate with the awarded vendor for additional services
similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ Yes ☐ No

Total number employees _____

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is **directly** attributed to the cost of fuel? %

Which does the firm use:

☐ Diesel fuel or ☐ Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly**
attributed to the cost of wages? %

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel,
wages, insurances and other employee benefits, materials, overhead, operating expenses, etc.,
what percentage of the rate is **directly** attributed to the cost of materials? %

Delivery / Availability: _____

Prompt payment discount, if applicable: _____ N/A %, _____ N/A Days; Net 45 Days

Do you accept electronic funds transfer (EFT)?

☒ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)?

☐ YES, _____ % ☒ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. 17-B-109VB, "**Plumbing Supplies**", including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

x

Authorized Signature
Matthew Venier

Printed Name
Outside Sales - Commercial MRO

5/22/2017

Title
Ferguson Enterprises, Inc

Date

Company Name
840 Jimmy Ann Dr, Daytona Beach, FL 32114

Full Address
888-334-0004

888-334-8112

contact.center@ferguson.com

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #
54-1211771

6.0 REFERENCES

- Please SEE NEXT PAGE

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	



12500 Jefferson Avenue
Newport News, VA 23602-4314
Phone: (757) 874-7795
FAX: (757) 989-2501

Reply to: P.O. Box 9406
Hampton, VA 23670

RE: Credit References

To Whom It May Concern:

We are sending this letter and credit information to introduce you to Ferguson Enterprises, Inc., its divisions and subsidiaries (W-9 attached). This letter and the enclosed data contain information needed for credit analysis. Due to the volume of credit applications requested daily, we do not complete vendors' credit applications.

Ferguson is the nation's largest wholesale distributor of plumbing, pipe valve and fittings, HVAC, waterworks and industrial products. Please refer to our Dun & Bradstreet credit report under Ferguson Enterprises, Inc., Newport News, Virginia for additional financial information. Our current Dun & Bradstreet rating is 5A2.

Ferguson Enterprises, Inc., a Virginia corporation, was founded in July 1953; today we operate over 1,400 locations in 50 states, the District of Columbia, Puerto Rico, Mexico, and the Caribbean. Since June 1982, we have operated as a wholly owned subsidiary of Wolseley plc, a publicly traded United Kingdom corporation. Consolidated financial statements for Wolseley are included in its annual report available online at www.wolseley.com. Accordingly, we are prohibited from distributing our internal financial statements.

We require purchase order numbers on all invoices. All accounts will be paid in accordance with our purchase order payment terms unless agreed otherwise at the time of order placement, in which case we will pay in accordance with the agreed upon terms. Please send all POs/ invoices, if possible, to the purchasing location or to Ferguson Headquarters, P.O. Box 9406, Hampton, VA 23670. If interested in sending invoices electronically rather than via postal mail, please contact FEI at 757-989-4011 in order to discuss possibilities.

Arrangements have been made with the trade references and banks listed on the attached Credit Information Data Sheet, please feel free to contact them. All information obtained shall solely be used for the purpose of granting credit.

Thank you for your consideration in opening our account.

For questions, please contact Ferguson location making purchase or 757-989-2456.

Sincerely,

FERGUSON ENTERPRISES, INC.

William S. Brundage
Senior Vice President of Finance

Enclosure

**FERGUSON
ENTERPRISES, INC.**
12500 Jefferson Avenue
Navport News, VA 23602-4314

CREDIT INFORMATION DATA SHEET

CORPORATE OFFICERS:

Frank W. Roach, CEO
Dave L. Keltner, CFO
William S. Brundage, Sr. VP of Finance
MaryAnn Lemere, Chief Legal Officer

PRINCIPAL BUSINESS ACTIVITY:

Wholesale distributor of plumbing, pipe valve and fittings, HVAC, waterworks and industrial products.

NAIC Codes:

423610, 423710, 423450, 238220, 423830, 423720

SIC Codes:

5074, 5085, 6075, 5064, 5051, 5084, 3089

FEDERAL TAX NUMBER: 54-1211771

DUN'S NUMBER: 00-895-5171

TRADE REFERENCES

American Brass & Iron <u>Attn: Credit Manager</u> 7825 San Leandro St Oakland, CA 94621 Phone 800-468-4766 Fax 510-632-8035	Moen Faucet <u>Attn: Doug Hill</u> 25300 Al Moen Dr North Olmstead, OH 44070 Fax : 440-962-2760	NIBCO <u>Attn: Credit Mgr</u> P.O. Box 1167 Elkhart, IN 46515 Phone 574-295-3000 Fax 574-295-3307	Charlotte Pipe & Foundry P.O. Box 35430 Charlotte, NC 28235 Phone 800-438-6091 Fax 800-553-1605
Delta Faucet 55 E 111 Street Indianapolis, IN 46280 Fax: 317-573-3491 <u>Attn: Joanne Johnson</u>	Written Confirmations Only: Kohler Company <u>Attn: Credit References</u> 444 Highland Drive Kohler, WI 53044		

BANKING REFERENCES on deposit accounts only

PNC BANK Account #1019286322; Credit Investigations Department; Credit References
Via Email: Investigations@pnc.com or Fax: 215-749-6191
You must provide PNC with the following:

- This signed page, dated the day you send to PNC
- Your phone number, address & fax number

PNC will respond within 1.5 business days

NOTE: SIGNATURE TO RELEASE PNC BANKING INFORMATION FOR REFERENCE PURPOSES ONLY



Brenda Crowder, Director of Treasury

Date _____

Bank of America Account # 3752290835

Credit inquiries are handled through www.bankvot.com

Information Provided: Open date, type of account and average "collected" balance. Limited loan information can also be provided if specifically requested.

****Applicable fee will be billed directly by www.bankvot.com****

Same Day Service - \$25.00 per Request

- Request must be received prior to 3:00 p.m.
- Mail requests are not accepted.

Three-Day (non-priority) Service - \$10.00 per Requests are processed within 3 business days of receipt of the applicable charge then faxed to the requester.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ferguson Enterprises, Inc

2 Business name/disregarded entity name, if different from above
See attached lists for DBA's and lock box remit addresses

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) **E**
 (Applies to noncorporate entities only U.S.)

5 Address (number, street, and apt. or suite no.)
12500 Jefferson Avenue

6 City, state, and ZIP code
Newport News, VA 23602-4314

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part II 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
5	4	-	1	2	1	1	7	7	1

Part III Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Raymond L. Honey* Date ▶ *1/12/16*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

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-G (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing this filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Ferguson Enterprises, Inc. utilizes the following DBA names:

Entity Name	Tax ID No.	Entity Name	Tax ID No.
Alaska Pipe & Supply	54-1211771	Groeniger & Company	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	Industrial Hub of the Carolinas	54-1211771
The Ar-Jay Center	54-1211771	J & G Products	54-1211771
BAC Appliance Center	54-1211771	J.D. Daddario Company	54-1211771
Bath + Beyond	54-1211771	Joseph G. Pollard Co	54-1211771
Bruce-Rogers Company	54-1211771	Karl's Appliances	54-1211771
Cal-Steam	54-1211771	Lincoln Products	54-1211771
City Lights Design Showroom	54-1211771	Linwood Pipe and Supply	54-1211771
CFP	54-1211771	Louisiana Utilities Supply Company	54-1211771
Cline Contract Sales	54-1211771	LUSCO	54-1211771
Davies Water	54-1211771	Michigan Meter	54-1211771
Dealernet	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771	PL Sourcing	54-1211771
Factory Direct Appliance	54-1211771	Plumb Source	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Plumbing Décor	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	Pollardwater	54-1211771
Ferguson.com	54-1211771	Powell Pipe & Supply Co.	54-1211771
Ferguson Direct	54-1211771	Professional's Bath Source	54-1211771
Ferguson Enterprises, Inc.	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Facilities Supply	54-1211771	Renwes Sales	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Redlon & Johnson	54-1211771
Ferguson Heating & Cooling	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Hospitality Sales	54-1211771	SG Supply Co.	54-1211771
Ferguson HVAC - Air Cold	54-1211771	SOS Sales	54-1211771
Ferguson HVAC - EastWest Air	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	The Davidson Group	54-1211771
Ferguson Integrated Services	54-1211771	The Stock Market	54-1211771
Ferguson International	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Parts & Packaging	54-1211771	Waterworks Industries	54-1211771
Ferguson Valve & Automation	54-1211771	Webb Distributors	54-1211771
Ferguson Waterworks	54-1211771	Western Air Supply	54-1211771
Ferguson Waterworks- Municipal Pipe	54-1211771	Westfield Lighting	54-1211771
Ferguson Waterworks- Red Head	54-1211771	Wolseley Financial Services	54-1211771
Ferguson Waterworks EPPCO	54-1211771	Wolseley Industrial Group	54-1211771
Ferguson Waterworks International	54-1211771	WPCC Forwarding	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771		

****Updated 10/12/16

Authorized paper check lockbox remittance used by Ferguson Enterprises, Inc.

BOA - Atlanta - 100286
 FEI # (Main branch number)
 PO Box 100286
 Atlanta, GA 30384-0286
OVERNIGHT - PKGS
 Bank of America Lockbox Services
 FEI # (Main branch number)
 Lockbox # 100286
 6000 Feldwood Road
 College Park, GA 30349

BOA - Boston - 417592
 FEI # (Main branch number)
 PO Box 417592
 Boston, MA 02241-7592
OVERNIGHT - PKGS
 Bank of America Lockbox Services
 FEI # (Main branch number) LB# 417592
 MA5-527-02-07
 2 Morrissey Blvd.
 Dorchester, MA 02125

BOA - Dallas - 847411
 FEI # (Main branch number)
 PO Box 847411
 Dallas, TX 75284-7411
OVERNIGHT - PKGS
 FEI # (Main branch number)
 Lockbox # 847411
 1950 N. Stemmons FRWY
 Ste. 5010
 Dallas, TX 75207

BOA - Los Angeles-740827
 FEI # (Main branch number)
 PO BOX 740827
 Los Angeles, CA 90074-0827
OVERNIGHT - PKGS
 Bank of America Lockbox Services
 FEI # (Main branch number)
 Lockbox 740827
 2706 Media Center Drive
 Los Angeles, CA 90065-1733

PNC - Chicago - 802817 Midwest
 FEI # (Main branch number)
 PO Box 802817
 Chicago, IL 60680-2817
OVERNIGHT - PKGS
 Ferguson Enterprises Inc
 Lockbox 802817
 350 East Devon Avenue
 Itasca, IL 60143

PNC - PHILLY- 827066
 FEI # (Main branch number)
 PO Box 827066
 Philadelphia, PA 19182-7066
Overnight Address
 PNC Bank
 Lockbox 827066
 Route 38 and East Gate Drive
 Moorestown, NJ 08057

PNC - Pittsburgh - 644054
 FEI # (Main branch number)
 PO Box 644054
 Pittsburgh, PA 15264-4054
Overnight Address
 PNC Bank
 Lockbox 644054
 Firstside Center
 500 First Avenue
 Pittsburgh, PA 15219

Wells Fargo Bank
 Dept # 34261
 PO Box 39000
 San Francisco, CA 94139

Wells Fargo Bank
 Lockbox 043090
 M/S 90
 PO Box 4300
 Portland, OR 97208

14.0 PROOF OF EXEMPTION



BUSINESS SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

www.volusia.org/revenue

I certify that the business known as Ferguson Enterprises, Inc. (business name) providing Plumbing Supplies services, which is located at 840 Jimmy Ann Dr (street address) Daytona beach (city) FL 32117, falls under the business tax exemption described in:

☐ Florida Statute 205. 063☐ Florida Statute 205. 064☐ Florida Statute 205. 065☐ Florida Statute 205. 162☐ Florida Statute 205. 171☐ Florida Statute 205. 191☐ Florida Statute 205. 192www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

OR is the type of business indicated below:

☐ Child Care – Residential☐ Commercial Rentals☐ Door to Door/Peddler Sales
6months☐ Insurance Adjuster, Agent,
or Company☐ Pharmacist/Pharmacy

(Prescription Drugs Only)

☐ Radio/Television Station☐ Religious Institution☐ Residential Rentals over☐ Sale of Alcoholic Products only

Matthew Vernier
(Authorized Signature)

Matthew Vernier
(Printed Name)

STATE OF FLORIDACOUNTY OF BREVARD

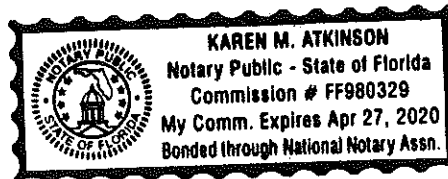
Sworn to and subscribed before me this 31st day of May, 20 17, by MATTHEW VERNIER, who is/are personally known to me or who has/have produced _____ as identification.

Karen M. Atkinson

NOTARY PUBLIC – STATE OF FLORIDA
Type or print name:

KAREN M. ATKINSON

Commission No.: FF980329



(Seal)
Expires:

Commission

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/12/2017

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

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

PRODUCER	Willis of Pennsylvania 100 Matsonford Road Building Five, Suite 200 Radnor, PA 19087-4582	CONTACT NAME:	
		PHONE (A/C, NO, EXT):	610-964-8700 FAX (A/C, NO): 610-254-5600
		E-MAIL ADDRESS:	certificates@willis.com
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: National Union Fire Ins. Co. of Pittsburgh	19445-002
		INSURER B: National Union Fire Ins. Co. of Pittsburgh	19445-000
		INSURER C: National Union Fire Ins. Co. of Pittsburgh	19445-001
		INSURER D: New Hampshire Insurance Company	23841-001
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 25418613

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			GL712-9880	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AOS CA1921927	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
B	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ Self-Insured			MA CA1921928	5/1/2017	5/1/2018	BODILY INJURY (Per person) \$
C	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY ☒ Physical Damage			VA CA1921929	5/1/2017	5/1/2018	BODILY INJURY (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC023102516	5/1/2017	5/1/2018	☒ PER STATUTE E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

See Attached for Additional Workers' Compensation Policies:

Workers' Compensation - ME
 Policy No. WC023102515
 Carrier: New Hampshire Insurance Company
 Policy Period: 05/1/17 - 05/01/2018
 Statutory Limits:

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EVIDENCE OF INSURANCE

Coll:5060707 Tpl:2142748 Cert:25418613 © 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 031419

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania		NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - CA
 Policy No. WC023102514
 Carrier: American Home Assurance Company
 Policy Period: 05/1/2017-05/1/2018
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - FL
 Policy No. WC02310513
 Carrier: Illinois National Insurance Company
 Policy Period: 05/1/2017-05/1/2018
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - MA & WI
 Policy No. WC023102518
 Carrier: New Hampshire Insurance Company
 Policy Period: 05/1/2017-05/1/2018
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - AK,AZ,IL,KY,NC,NH,NJ,PA,UT,VA,VT
 Policy No. WC023102517
 Carrier: New Hampshire Insurance Company
 Policy Period: 05/1/2017-05/1/2018
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Willis

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

Air Cold Supply	E & J Plumbing & Heating Supply Co.
Air Cold Supply/Webb Distributors	Economy Plumbing and Heating Supply Co.
Alamo Pipe & Supply	Endries International, Inc.
Alaska Pipe & Supply	Energy & Process Corporation
Andrews Lighting Gallery, Inc. (dba	Equarius, Inc. dba Equarius Waterworks,
Andrews Lighting & Hardware Gallery)	Meter & Automation Group
Arkansas Supply, Inc.	Factory Direct Appliance
Ar-Jay Building Products, Inc. (dba	Ferguson Bath Kitchen and Lighting Gallery
The Ar-Jay Center)	Ferguson Enterprises IV, Inc.
Atlantic American Fire Equipment Company	Ferguson Enterprises of Montana, Inc.
Arkansas Supply	Ferguson Enterprises of Virginia, Inc.
The Bath + Beyond	Ferguson Enterprises V, Inc.
Bruce-Rogers Company	Ferguson Enterprises, Inc.
Build.com, Inc.	Ferguson Enterprises, Inc. dba WPCC
Builders Appliance Center, LLC	Forwarding
CAL-STEAM, a Wolseley Company	Ferguson Enterprises, Inc. A Corp of Virginia
Camellia Valley Supply	Ferguson Enterprises NY – Metro, Inc.
Castle Supply Company, Inc.	Ferguson Fire & Fabrication, Inc.
CastleNorth	Ferguson Fire & Fabrication, Inc. (fka Action
Central Pipe & Supply	Fire Fab & Supply, Inc.)
CFP	Ferguson Fire & Fabrication, Inc. (fka Sierra
Chadwick	Craft, Inc.)
City Lights Design Showroom	Ferguson Full Service Supply
Clawfoot Supply, LLC	Ferguson Heating & Cooling
Clayton Group, Inc.	Ferguson Holdings, Inc.
Clayton International, LLC	Ferguson Hospitality Sales
Cline Contract Sales	Ferguson Industrial Plastics and Pump
Colgan Cabinets	Division
Colgan Distributors	Ferguson Integrated Systems Division, Inc.
Crow Company	Ferguson Intermountain Piping
Custom Lighting Incorporated	Ferguson International
Custom Hardware and Accessories, Inc.	Ferguson Process Services
D & C Plumbing & Heating Supply	Ferguson Valve & Automation
Davis & Warshow, Inc.	Ferguson Waterworks
Davidson Electric Wholesale Supply	Ferguson Waterworks - Midwest Pipe
The Davidson Corporation, a Delaware	Ferguson Waterworks - Municipal Pipe
Corporation	Ferguson Waterworks - Red Hed
The Davidson Group Companies, Inc	Ferguson Waterworks EPPCO
Davidson Group Leasing	Ferguson Waterworks International
Davidson Pipe Company Inc., a New York	Frischkorn, Inc.
Corporation	Gabriel Scientific & Machine, LLC
Davidson Pipe Supply Company, Inc.	Galleria Bath & Kitchen Showplace
Davies Water	Gilmour Supply Company, Inc.
Dealernet, LLC dba Dealernet	Global HVAC Distributors, Inc.
Decorative Product Source, Inc.	Ferguson Enterprises, Inc. dba Groeniger

Willis

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

& Company
 Gulf Refrigeration Supply
 High Country Plumbing Supply
 Home Equipment Company, Inc.
 HP Products Corporation
 HP Logistics, Inc.
 Indiana Plumbing Supply Co., Inc.
 Industrial Hub of the Carolinas
 J&G Products
 J.D. Daddario Company
 Joseph G. Pollard Co., Inc.
 Kandall Fabricating
 Karl's Appliances, A Ferguson Enterprise
 Lane Piping Co.
 Lawrence Plumbing Supply Co.
 Lighting Unlimited, LLC
 Lincoln Products
 Linwood Pipe and Supply
 Living Direct, Inc.
 Louisiana Utilities Supply Company
 Louisiana Chemical Pipe, Valve & Fitting,
 Inc. dba Wolseley Industrial Group
 LUSCO
 Lyon Conklin & Co., Inc.
 Mastercraft Cabinets
 Matera Paper Company, Inc.
 McFarland Supply Co., Inc.
 Michigan Meter Technology
 Michigan Pipe & Valve-Flint, Inc.
 Michigan Pipe & Valve-Lansing, Inc.
 Monotube Pile Corporation
 Northern Water Works Supply, Inc.
 Onda-Lay Pipe and Rental, Inc.
 Page's Appliances
 Palermo Supply
 Park Supply
 PCS Industries d/b/a HP Products Corp.
 Pipe Products
 Plumbing Décor
 Plumb Source
 Powell Pipe & Supply Company
 Power Equipment Direct Inc.
 P.V. Sullivan Supply Co., Inc.
 R Supply Company
 Ramapo Wholesalers

Record Supply Company
 Redlon & Johnson
 Reese Kitchen, Bath & Lighting Gallery
 RenWes Sales
 S.G. Supply Company

 S.G. Supply Company dba SG Supply Co.,
 a Ferguson Enterprise
 Sierra Craft, Inc.
 Signature Hardware
 Ship-Pac, Inc. d/b/a HP Products Corp.
 SOS Sales
 Specialty Pipe & Tube, Inc.
 Specialty Pipe & Tube of Texas, Inc.
 Stock Loan Services LLC
 Summer & Dunbar
 Supply North Central Group
 Tarpon Wholesale Supplies
 T & A Valve Industries, Inc.
 The Parnell-Martin Companies LLC
 The Plumbers Warehouse
 The Plumbing Source Inc.
 The Stock Market
 Tubeco Fabrication, Inc.
 Underground Pipe & Valve Inc.
 United Automatic
 Water Works Supplies
 Webb Distributors
 Western Air Systems and Controls, Inc.
 Westfield Lighting
 WIA of California, Inc.
 Wolseley Industrial Group
 Wolseley Industrial Plastics
 Wolseley Investments Acquisitions, Inc.
 Wolseley Investments, Inc.
 Wolseley NA Construction Services, LLC
 Wolseley North America, Inc.
 Wolseley North American Consulting, LLC
 Wolseley North American Services, Inc.
 WPCC Forwarding

7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, Matthew Venier (printed name), am the
 (title) Outside Sales - CMRO and the duly authorized
 representative of the firm of Ferguson Enterprises, Inc (Firm Name)
840 Jimmy Ann Dr, Daytona Bch, FL 32117 whose address is
840 Jimmy Ann Dr, Daytona Bch, FL 32117, and that I
 possess the
 legal authority to make this affidavit on behalf of myself and the firm for which I am acting;
 and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of
 interest, real or apparent, due to ownership, other clients, contracts, or interests
 associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with
 any corporation, firm, or person submitting a Bid for the same services, and is in all
 respects fair and without collusion or fraud.

EXCEPTIONS to items above

(List):

N/A

Signature:

Matthew Venier

Printed

Matthew Venier

Name:

Firm

Ferguson Enterprises, Inc

Name:

Date:

5/31/17

STATE OF FLORIDA
 COUNTY OF BREVARD

Sworn to and subscribed before me this 31st day of MAY, 2017, by
MATTHEW Venier, who is/are personally known
to me or who has/have produced _____ as identification.

NOTARY PUBLIC - STATE OF

KAREN KAREN M. Atkinson

Type or print name:

Karen M. Atkinson

Commission

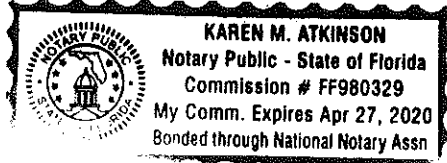
No.:

FF980329

Commission

(Seal)

Expires:





COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
 123 West Indiana Avenue, Room 302
 DeLand, Florida 32720-4608
 (386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 30, 2017

ADDENDUM NO. 1

Plumbing Supplies
ITB No. 17-B-109VB

TO: All firms interested in providing the required professional services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Attachments:

- Due to the fluctuating cost of copper, a revised copy of Attachment A – Price List removing the copper pipe has been posted to the County website. Failure to submit pricing on Attachment A – Revision 1 may result in submittal being deemed non-responsive.

Questions:

Q1: What are the award terms?

A1: Per Section 2.10 of the ITB award will be for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals.

Q2: Why are plumbing supplies being rebid after the initial three (3) years?

A2: The County is looking for a geographic diversity of plumbing suppliers.

Q: Are the products listed on Attachment A – Price List a full list?

A: The products listed are a sample of the most used items which will be used for bid comparison purposes. The County is requesting a percentage discount for Contractors full catalog.

Q: Is the County open to "Keep Stock"?

A: The County is open to keep stock. There is no guarantee of minimum purchases or future expenditures by the County.

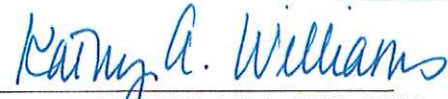
All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 1

Total Pages: 2

If there are any questions, please contact the staff member responsible for this project, Vikky Bertling, Procurement Analyst I, at phone: (386) 626-6626 or via E-mail: vbertling@volusia.org.

Attachment: FergusonVolusiacontract (2019-R-76 : Approval of Piggy-Backing Volusia County Contract for WTP Plumbing Supplies)



KATHY WILLIAMS, MBA, CPPB, CPPO
Procurement Manager
Purchasing and Contracts Division

Please sign and return with proposal 17-B-109VB

Vendor: Ferguson Enterprises, Inc
Signed by (Name/Position): William Vane / Outside Sales
Phone No.: (321) 316-7431 Date: 5/31/17

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

Attachment: FergusonVolusiacontract (2019-R-76 : Approval of Piggy-Backing Volusia County Contract for WTP Plumbing Supplies)



Attachment A - Price List - Revision 1
17-B-109VB
Plumbing Supplies



Bidder shall fill out the representative samples of plumbing products listed below.

Note: This information will be utilized as a basis for price comparison of like items between Contractors

While Bidders are not required to bid on every item listed, substitute manufacturers will not be accepted due to standardization of parts throughout the County.

Sample Item	Current Price	Percentage of Discount	Cost to County
Delta 400 Kitchen Faucet			\$0.00
Delta 501 Lavatory Faucet			\$0.00
Delta 2171 Bar Sink			\$0.00
Brasscraft #CR19 Angle Stop (5-pack)			\$0.00
3/4" Full port Ball-Valve			\$0.00
50 gallon/ 220 volt water heater			\$0.00
3/4" CPVC - 20 ft.			\$0.00
3/4" Sch. 40 PVC Pipe - 20 ft.			\$0.00
2" Sch. 40 PVC pipe - 20 ft.			\$0.00
Elongated toilet seat, open front - Less Cover (Box of 6)			\$0.00
Sloan A-36-A Repair Kit			\$0.00
Sloan B-50 Handle Repair Kit			\$0.00
Sloan V-551 Vacuum Breaker			\$0.00
Sloan 110YB Flushometer			\$0.00
Fluid Master Pro 45B Ballcocks			\$0.00
Korky Red #2001 Flappers			\$0.00
Coast Flappers			\$0.00
PVC Glue - 1 gallon			\$0.00
PVC Cleaner - 1 gallon			\$0.00
1 1/2" PVC Master Trap			\$0.00
Elkay EZ8 water cooler			\$0.00
Chicago Metering Vavle MN #: 770-665PSHCP			\$0.00
Chicago Metering Kit Model #: 667-080KJKABNF			\$0.00
Liberty 1hp PRG-Series pump			\$0.00
American Standard 2 piece Commercial Cadet series toilet			\$0.00
Woodford 3/4" Chrome hose bib			\$0.00

Attachment: FergusonVolusiacontract (2019-R-76 : Approval of Piggy-Backing Volusia County Contract for WTP Plumbing Supplies)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ferguson Enterprises, Inc.

2 Business name/disregarded entity name, if different from above
See attached lists for DBAs and lock box remit addresses

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) **E**
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
12500 Jefferson Avenue

6 City, state, and ZIP code
Newport News, VA 23602-4314

7 List account number(s) here (optional)

Requester's name and address (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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	4	-	1	2	1	1	7	7

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Raymond Hong

Date ▶ 1/1/17

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Ferguson Enterprises, Inc. utilizes the following DBA names:

Entity Name	Tax ID No.	Entity Name	Tax ID No.
Alaska Pipe & Supply	54-1211771	Industrial Hub of the Carolinas	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	J & G Products	54-1211771
The Ar-Jay Center	54-1211771	J.D. Daddario Company	54-1211771
BAC Appliance Center	54-1211771	Joseph G. Pollard Co	54-1211771
Bath + Beyond	54-1211771	Karl's Appliances	54-1211771
Bruce-Rogers Company	54-1211771	Lincoln Products	54-1211771
Cal-Steam	54-1211771	Linwood Pipe and Supply	54-1211771
City Lights Design Showroom	54-1211771	Louisiana Utilities Supply Company	54-1211771
CFP	54-1211771	LUSCO	54-1211771
Cline Contract Sales	54-1211771	McFarland Supply	54-1211771
Davies Water	54-1211771	Michigan Meter	54-1211771
Dealernet	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771	Pl. Sourcing	54-1211771
Factory Direct Appliance	54-1211771	Plumb Source	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Plumbing Décor	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	Pollardwater	54-1211771
Ferguson.com	54-1211771	Powell Pipe & Supply Co.	54-1211771
Ferguson Direct	54-1211771	Professional's Bath Source	54-1211771
Ferguson Enterprises, Inc.	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Facilities Supply	54-1211771	Renwes Sales	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Redlon & Johnson	54-1211771
Ferguson Heating & Cooling	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Hospitality Sales	54-1211771	SG Supply Co.	54-1211771
Ferguson HVAC - Air Cold	54-1211771	SOS Sales	54-1211771
Ferguson HVAC - EastWest Air	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	The Davidson Group	54-1211771
Ferguson Integrated Services	54-1211771	The Plumbing Source	54-1211771
Ferguson International	54-1211771	The Stock Market	54-1211771
Ferguson Parts & Packaging	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Valve & Automation	54-1211771	Waterworks Industries	54-1211771
Ferguson Waterworks	54-1211771	Webb Distributors	54-1211771
Ferguson Waterworks- Municipal Pipe	54-1211771	Western Air Supply	54-1211771
Ferguson Waterworks- Red Head	54-1211771	Westfield Lighting	54-1211771
Ferguson Waterworks EPPCO	54-1211771	Wolseley Financial Services	54-1211771
Ferguson Waterworks International	54-1211771	Wolseley Industrial Group	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	WPCC Forwarding	54-1211771
Groeniger & Company	54-1211771		

****updated 11/04/16

Authorized paper check lockbox remittance used by Ferguson Enterprises, Inc.

BOA - Atlanta - 100286

FEI # (Main branch number)

PO Box 100286

Atlanta, GA 30384-0286

OVERNIGHT - PKGS

Bank of America Lockbox Services

FEI # (Main branch number)

Lockbox # 100286

6000 Feldwood Road

College Park, GA 30349

PNC - Chicago - 802817 Midwest

FEI # (Main branch number)

PO Box 802817

Chicago, IL 60680-2817

OVERNIGHT - PKGS

Ferguson Enterprises Inc

Lockbox 802817

350 East Devon Avenue

Itasca, IL 60143

BOA - Boston - 417592

FEI # (Main branch number)

PO Box 417592

Boston, MA 02241-7592

OVERNIGHT - PKGS

Bank of America Lockbox Services

FEI # (Main branch number) LB# 417592

MA5-527-02-07

2 Morrissey Blvd.

Dorchester, MA 02125

PNC - PHILLY- 827066

FEI # (Main branch number)

PO Box 827066

Philadelphia, PA 19182-7066

Overnight Address

PNC Bank

Lockbox 827066

Route 38 and East Gate Drive

Moorestown, NJ 08057

BOA- Dallas - 847411

FEI # (Main branch number)

PO Box 847411

Dallas, TX 75284-7411

OVERNIGHT - PKGS

FEI # (Main branch number)

Lockbox # 847411

1950 N. Stemmons FRWY

Ste. 5010

Dallas, TX 75207

PNC - Pittsburgh - 644054

FEI # (Main branch number)

PO Box 644054

Pittsburgh, PA 15264-4054

Overnight Address

PNC Bank

Lockbox 644054

Firstside Center

500 First Avenue

Pittsburgh, PA 15219

BOA - Los Angeles-740827

FEI # (Main branch number)

PO BOX 740827

Los Angeles, CA 90074-0827

OVERNIGHT - PKGS

Bank of America Lockbox Services

FEI # (Main branch number)

Lockbox 740827

2706 Media Center Drive

Los Angeles, CA 90065-1733

Wells Fargo Bank

Dept # 34261

PO Box 39000

San Francisco, CA 94139

Wells Fargo Bank

Lockbox 043090

M/S 90

PO Box 4300

Portland, OR 97208

11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: Matthew Venier - Outside Sales
(Authorized individuals name and title)

For: Ferguson Enterprises
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☒ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☒ Yes ☐ No

I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.

[Signature]
(Signature)

STATE OF Florida
COUNTY OF Brevard

Sworn to and subscribed before me this 31 day of May, 20 17, by Matthew Venier, who is/are personally known to me or who has/have produced FL DL as identification.



Maricel M. Hawley
State of Florida
My Commission Expires 08/18/2019
Commission No. FF 910580

[Signature]
NOTARY PUBLIC - STATE OF Florida
Type or print name:
Maricel M. Hawley
Commission No.: FF 910580

(Seal)
Expires:

Commission

08/18/2019

Attachment: FergusonVolusiacontract (2019-R-76 : Approval of Piggy-Backing Volusia County Contract for WTP Plumbing Supplies)



THE CITY OF DAYTONA BEACH

BUSINESS TAX LICENSE # BT-35714

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BUSINESS NAME: FERGUSON ENTERPRISES, INC
LOCATION: 840 JIMMY ANN DR
BUSINESS TYPE: WHOLESALE DIST

BT-35714	TAX RECEIPT NO.
35714	ACCOUNT NO.
09/01/1988	VALID FROM
09/30/2017	VALID TO
09/20/2016	DATE PAID
90.00	ANNUAL FEES

<u>Fee Code</u>	<u>Description</u>
2105	WHOLESALE DISTRIBUTOR

MAIL TO:

CASTLE SUPPLY CO, INC
P.O. BOX 2778
ATTN: BUSINESS LICENSE
NEWPORT NEWS VA 23609

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



THE CITY OF DAYTONA BEACH

BUSINESS TAX LICENSE # BT-35714

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

FERGUSON ENTERPRISES, INC
840 JIMMY ANN DR

<u>Fee Code</u>	<u>Description</u>	<u>Reference</u>	<u>Amt Paid</u>	<u>Date Paid</u>	<u>Pay Method</u>	<u>Check # / Ref</u>
2105	WHOLESALE DISTRIBUTOR	2017	90.00	09/20/16	CHECK-REMIT	3000062061

Fees Paid: \$90.00

Chronology action: 9/21/2016 by SRD

8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

Ferguson Enterprises, Inc does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

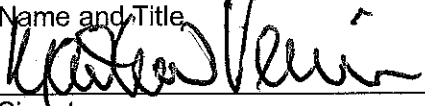
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Matt Venier - Outside Sales Commercial MRO

5/22/2017

Name and Title

Date



Signature

Ferguson Enterprises, Inc

Firm

840 Jimmy Ann Dr

Street address

Daytona Beach, FL 32114

City, State, Zip

9.0 CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

TO BE COMPLETED BY CONTRACTOR

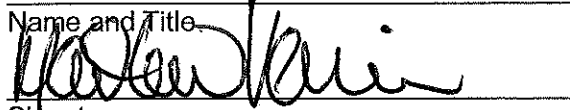
- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Matthew Venier - Outside Sales Commercial MRO

5/22/2017

Name and Title

Date


Signature

Ferguson Enterprises, Inc

Firm

840 Jimmy Ann Dr

Street address

Daytona Beach, FL 32114

City, State, Zip



FERGUSON ENTERPRISES #2024
7003 TECHNOLOGY DR
MELBOURNE, FL 32904-1512

Phone: 321-837-5411
Fax: 321-676-2703

Deliver To: FRANK
From: Matthew Venier
Comments:

9.4.a

13:57:47 JUN 02 2017

Page 1 of 1

FERGUSON ENTERPRISES #2024

Price Quotation

Phone: 321-837-5411

Fax: 321-676-2703

Bid No: B977798
Bid Date: 05/15/17
Quoted By: MBV

Cust Phone: 386-248-1760
Terms: NET 10TH PROX

Customer: COUNTY OF VOLUSIA
3811 TIGER BAY ROAD
TAG#PA75176
DAYTONA BEACH, FL 32124

Ship To: COUNTY OF VOLUSIA
3811 TIGER BAY ROAD
TAG#PA75176
DAYTONA BEACH, FL 32124

Cust PO#: 2017 PLUMBING BID

Job Name: 2017 PLUMBING BID

Item	Description	Quantity	Net Price	UM	Total
D400DST	CCY LF 1.8 1HDL KIT FCT W/SPRY CP	1	96.550	EA	96.55
D501DST	CCY LF 1.2 GPM CC BATH FCT SGL HDL	1	75.340	EA	75.34
D2171LF	CCY LF 1.5 2HDL BLD 2H BAR FCT ADA	1	81.160	EA	81.16
BOCR19XC	LF 1/2 COMP X 3/8 COMP ANG ST	1	4.390	EA	4.39
NTFP600ALFF	LF 3/4 FOBS 600# THRD FP BV	1	8.570	EA	8.57
NSFP600ALFF	LF 3/4 FOBS 600# SWT FP BV	1	8.570	EA	8.57
AENT50202172S45	50G 4.5KW 240V 1PH WHTR ALUM	1	302.130	EA	302.13
CPFGPF10	3/4X10 CPVC FLOWGUARD GOLD PIPE	20	46.863	C	9.37
P40PF10	3/4X10 PVC DWV S40 PE PIPE	20	23.908	C	4.78
P40PK10	2X10 FT PVC DWV S40 PE PIPE	20	65.708	C	13.14
PFTSCOF2000WH	EB CLST SEAT COMM OFLC WHIT	1	13.337	EA	13.34
S3301036	A36A 4.5 CLST REP KIT	1	13.543	EA	13.54
S5302305	B50A HDL REP KIT	1	2.093	EA	2.09
S3323192	V551A VB REP KIT F/ V-500-A	1	2.020	EA	2.02
S3080153	3.5 GPF 110 XL REG 3.5 FV W/SWT	1	92.400	EA	92.40
FPRO45B	*PROSER FILL VLV BRS SHK	1	10.430	EA	10.43
L2001BP	KORKY PLUS FLAPPER	1	2.880	EA	2.88
LPP111099PK	BLUE VINYL FLAPPER COAST TYPE 5 PK	1	6.230	PK	6.23
O31016	1 GAL PVC REG CLR CMNT	1	18.960	EA	18.96
O30759	1 GAL PURP PRMR - NSF LISTED	1	18.960	EA	18.96
PFPTP100	1-1/4X1-1/2 PLAS P TRAP SJ W/MC WH	1	1.220	EA	1.22
EEZS8L	LF 8G SGL UNIT WM WTR COLR ADA	1	403.090	EA	403.09
C770665PSHCP	WM BI STRT VLV CP	1	88.000	EA	88.00
C667080KJKABNF	LF MVP METERING CART	1	39.520	EA	39.52
LPRG102A2	1HP 230V 1 PH PRG SER GRINDER PUMP	1	838.880	EA	838.88
A3517A101020	CCY 1.28/1.6 GPF ADA EB *CADET WHIT	1	112.625	EA	112.63
A4188A004020	CCN 1.6 GPF 12 RI TANK *CADET WHIT	1	55.210	EA	55.21
W24P12	*NP 1/2 FPT INL NF AREA WALL FCT RC	1	32.630	EA	32.63

Net Total: \$2356.03
Tax: \$0.00
Freight: \$0.00
Total: \$2356.03

Attachment: FergusonVolusiacontract (2019-R-76 : Approval of Piggy-Backing Volusia County Contract for WTP Plumbing Supplies)



FERGUSON ENTERPRISES #2024
Price Quotation

Fax: 321-676-2703

13:57:47 JUN 02 2017

Reference No: B977798

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



Attachment A - Price List - Revision 1
17-B-109VB
Plumbing Supplies



Bidder shall fill out the representative samples of plumbing products listed below.

Note: This information will be utilized as a basis for price comparison of like items between Contractors

While Bidders are not required to bid on every item listed, substitute manufacturers will not be accepted due to standardization of parts throughout the County.

Sample Item	Current Price	Percentage of Discount	Cost to County
Delta 400 Kitchen Faucet	\$101.63	5%	\$96.55
Delta 501 Lavatory Faucet	\$79.31	5%	\$75.34
Delta 2171 Bar Sink	\$85.43	\$0.05	\$81.16
Brasscraft #CR19 Angle Stop (5-pack)	\$6.75	35%	\$4.39
3/4" Full port Ball-Valve	\$12.24	30%	\$8.57
50 gallon/ 220 volt water heater	\$318.03	5%	\$302.13
3/4" CPVC - 20 ft.	\$13.39	30%	\$9.37
3/4" Sch. 40 PVC Pipe - 20 ft.	\$6.83	30%	\$4.78
2" Sch. 40 PVC pipe - 20 ft.	\$15.28	14%	\$13.14
Elongated toilet seat, open front - Less Cover (Box of 6)	\$19.34	31%	\$13.34
Sloan A-36-A Repair Kit	\$16.92	20%	\$13.54
Sloan B-50 Handle Repair Kit	\$2.61	20%	\$2.09
Sloan V-551 Vacuum Breaker	\$2.59	22%	\$2.02
Sloan 110YB Flushometer	\$111.32	17%	\$92.40
Fluid Master Pro 45B Ballcocks	\$11.59	10%	\$10.43
Korky Red #2001 Flappers	\$3.20	10%	\$2.88
Coast Flappers	\$7.60	18%	\$6.23
PVC Glue - 1 gallon	\$54.18	65%	\$18.96
PVC Cleaner - 1 gallon	\$54.16	65%	\$18.96
1 1/2" PVC Master Trap	\$1.43	15%	\$1.22
Elkay EZ8 water cooler	\$544.71	26%	\$403.09
Chicago Metering Vavle MN #: 770-665PSHCP	\$104.77	16%	\$88.00
Chicago Metering Kit Model #: 667-080KJKABNF	\$47.05	16%	\$39.52
Liberty 1hp PRG-Series pump	\$1,035.65	19%	\$838.88
American Standard 2 piece Commercial Cadet series toilet	\$246.83	32%	\$167.84
Woodford 3/4" Chrome hose bib	\$43.50	25%	\$32.63



Attachment A - Price List
17-B-109VB
Plumbing Supplies



Bidder may bid a fixed discount or a discount that is variable by Manufacturer. Contractor must choose one or the other. If additional lines are required for listing manufacturers and the corresponding discounts, please attach on a separate sheet. If the variable discount is offered, please provide an explanation of how the discounts will be applied. **All discounts shall be applied to prices that would be paid by the general public.**

Fixed Discount _____%

Bidder Name: Ferguson Enterprises, Inc

OR

Discount off retail by manufacturer. List manufactures and corresponding discounts below.

Manufacturer	Discount
American Flow Control- Valves	55%
Sigma Corporation- Restraints	60%
Tyler Union- Fittings	55%
Custom Fab- Sewer Items	50%
Multifittings- PVC Fittings	70%
Fernco-standard couplings	70%
Fernco- shielded couplings	35%
Ford- Brass Items	45%
Ford repair Clamps	55%
Ford- Tapping sleeves / Saddles	45%
PVC Pipe- (C900, sch40, etc)	5%
Backflows (wilkins)	50%
Air release valves (ARI)	5%
American Flow control- hydrants	50%
American Flow Control- Hydrant parts	10%
Proselect (Bolt Kits)	15%
Meritt- Brass Fittings (lead Free)	60%
Meritt- Brass Nipples	95%
Pollard Water	2%

Note: Contractor shall clearly show the method of discount on all receipts and/or packing lists for purchases made by the County, whether choosing the fixed discount method or discount off retail by manufacturer method.



Attachment A - Price List
17-B-109VB
Plumbing Supplies



Bidder may bid a fixed discount or a discount that is variable by Manufacturer. Contractor must choose one or the other. If additional lines are required for listing manufacturers and the corresponding discounts, please attach on a separate sheet. If the variable discount is offered, please provide an explanation of how the discounts will be applied. **All discounts shall be applied to prices that would be paid by the general public.**

Fixed Discount _____%

Bidder Name: Ferguson Enterprises, Inc

OR

Discount off retail by manufacturer. List manufactures and corresponding discounts below.

Manufacturer	Discount
Spears- sch40 fittings (standard)	60%
Spears-Sch80 Fittings (standard)	70%
Ferguson- tools (Discount off Ferguson suggested retail)	10%
Mueller- Meters	15%
American Ductile Pipe	5%
Meritt- Domestic Lead Free Brass	80%
Tyler Union- Domestic Fittings	15%
Carson- Meter Boxes	10%
Romac- Alpha / Macro Couplings	40%
Dixon- camlocks	30%
FIP- HDPE risers / Fittings	10%
Endot- Poly Tubing	2%
Oatey-clue / cleaner	50%
Ferguson- Paint / Valves / repair parts-MSRP	10%

Note: Contractor shall clearly show the method of discount on all receipts and/or packing lists for purchases made by the County, whether choosing the fixed discount method or discount off retail by manufacturer method.



COUNTY OF VOLUSIA
PURCHASING & CONTRACTS DIVISION
 123 West Indiana Avenue, Room 302
 DeLand, Florida 32720-4608
 (386) 736-5935 ♦ Fax: (386) 736-5972
www.volusia.org

May 31, 2017

ADDENDUM NO. 2

Plumbing Supplies
ITB No. 17-B-109VB

TO: All firms interested in providing the required professional services

The purpose of this addendum is to provide the following clarifications, changes, modifications and/or additions to the solicitation documents. This addendum is an integral part of the Solicitation/Contract Documents.

****NOTICE****

Questions:

Q1: On Attachment I-Price List, what does "Current Price" mean?

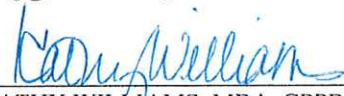
A1: Current Price is equal to the current Manufacture List Price charged to the public at the time of purchase.

All other terms and conditions remain unchanged.

END OF ADDENDUM NO. 2

Total Pages: 1

If there are any questions, please contact the staff member responsible for this project, Vikky Bertling, Procurement Analyst I, at phone: (386) 626-6626 or via E-mail: vbertling@volusia.org.


 KATHY WILLIAMS, MBA, CPPB, CPPO
 Procurement Manager
 Purchasing and Contracts Division

Please sign and return with proposal 17-B-109VB

Vendor: Ferguson Enterprises, Inc
 Signed by (Name/Position): Matthew Venier (Matthew Venier)
 Phone No.: (321) 316-7431 Date: 6/13/17 Outside Sales

FAILURE TO RETURN THIS FORM WITH THE BID SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED NON-RESPONSIVE

Attachment: FergusonVolusiacontract (2019-R-76 : Approval of Piggy-Backing Volusia County Contract for WTP Plumbing Supplies)

6.0 REFERENCES

Agency #1	Volusia County School Board		
Address	3750 Olson Dr.		
City, State, ZIP	Daytona Beach, FL, 32124		
Contact Person	Shelly Stevens		
E-mail	sasteven@volusia.k12.fl.us	Phone:	386-947-8786
Date(s) of Service	2002 - Present		
Type of Service	Plumbing & other MRO Supplies		
Comments:			
Agency #2	Daytona Beach Housing Authority		
Address	211 N. Ridgewood Ave.		
City, State, ZIP	Daytona Beach, FL, 32114		
Contact Person	Kelly Schroeder		
E-mail	schroederk@dbhafl.org	Phone:	386-253-5653
Date(s) of Service	2008 - Present		
Type of Service	Plumbing & MRO Supplies		
Comments:			
Agency #3	Daytona International Speedway		
Address	1801 W. International Speedway Blvd		
City, State, ZIP	Daytona Beach, FL, 32114		
Contact Person	John Walter		
E-mail	jwalter@daytonainternationalspeedway.com	Phone:	386-681-6493
Date(s) of Service	2012 - Present		
Type of Service	Plumbing & MRO Supplies		
Comments:			

SUBMIT TO:

**COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608**

AN EQUAL OPPORTUNITY EMPLOYER

**INVITATION TO BID**

www.volusia.org/purchasing

CONTACT PERSON:

Vikky Bertling 386-626-6626
Email: vbertling@volusia.org

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH: 386-423-3300

TITLE:

Plumbing Supplies

NUMBER:

17-B-109VB

SUBMITTAL DEADLINE:

**Tuesday June 6, 2017,
at 3:00 p.m., EST**

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:

A pre-bid conference will be held in the Management & Budget
Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 10:00
a.m., EST, Tuesday, May 16, 2017

*SUBMITTALS RECEIVED AFTER
ABOVE DATE AND TIME WILL NOT
BE CONSIDERED*

Ferguson Enterprises, Inc

FIRM'S NAME:

840 Jimmy Ann Dr.

MAILING ADDRESS:

Daytona Beach - FL - 32117

CITY – STATE – ZIP:

matthew.venier@ferguson.com

E-MAIL ADDRESS:

888-334-0004

888-334-8112

PHONE NUMBER:**FAX NUMBER:**

The vendor acknowledges that information provided in
this Bid is true and correct and agree to all terms and
conditions contained in this Bid and related Exhibits.

x  6/13/17
Authorized Signature Date

Matthew Venier
Printed Name

Outside Sales - Commercial MRO
Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

54-1211771

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE



Master Agreement

NO. 870 3945 - 1

9.4.b

TERM: 2017-08-07 to 2020-08-07

Page 1 of 2

Date Issued: 08/17/2017

Vendor contact: Name: JUSTIN MONTANDON Phone: 407-859-7473 Ext.: E-mail: JUSTIN.MONTANDON@FERGUSON.CC		County contact: Name: PHILLIP DREWRY Phone: 386-248-1760 Ext.: E-mail: pdrewry@volusia.org		Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: FERGUSON ENTERPRISES INC 801 THORPE ROAD ORLANDO, FL 32824-8016		Vendor No. FEE22900000		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 17-B-109VB Award Date: 2017-07-20 Award Authorization: COUNCIL		Purchasing Phone: VICTORIA BERTLING 386-626-6626 Ext: E-mail: vbertling@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed		
Document Description: Plumbing Supplies				

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	67000	EA	Plumbing supplies with discounts per attached price list	0.000000


Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Packet Pg. 185

Attachment: VC Bid 17-B-109VB (2019-R-76 : Approval of Piggy-Backing Volusia County Contract for WTP Plumbing Supplies)

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

**Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.**

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Provider shall indemnify, defend, and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of or resulting from the provision of goods and/or services pursuant to the Agreement and/or this PO or MA, provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the Provider, or anyone directly or indirectly employed by Provider or anyone for whose acts the Provider may be liable hereunder, except the Provider will not be required to indemnify and hold the County harmless if such claim, damage, loss, and expense is the result of the negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

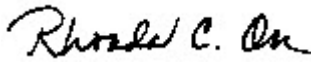
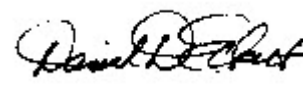
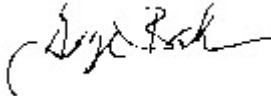
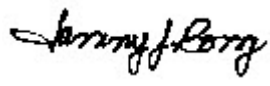
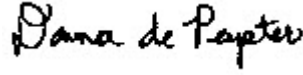
Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice..

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Date: 07/20/2017		AGENDA ITEM		Item: I	
☐ Ordinance		☐ Resolution		☐ Budget Resolution	
☒ Other					
County Goals					
☐	Thriving Communities	☐	Economic & Financial Vitality	☐	Excellence In Government
				☒	NA
Department: Business Services					
Division: Central Services					
Subject: Agreements for plumbing supplies, 17-B-109VB.					
Rhonda Orr Director Business Services  Department Approval		Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures		Legal Daniel D. Eckert County Attorney Director Legal Department 	
George Baker  Division Approval		Tammy Bong Director Management and Budget  Approved as to Budget Requirements		Approved as to Form and Legality 	
Council Action: Approved As Recommended					
Modification:					
Fund Number(s):		Description:		Amount:	
001 General Fund		001-870-4000-4611 Facility Maintenance		\$47,000.00	
999 Various		Materials Countywide		\$86,000.00	
Total Item Budget: \$133,000.00					
Staff Contact(s):		Phone:		Ext.	
Rhonda Orr		386 822 5738		15738	
George Baker		386 254 1595		11850	
Summary/Highlights:					
The county received four bids to provide plumbing supplies, as detailed on the attached recommendation of award sheet. Staff recommends a multiple award to Ferguson Enterprises, Inc., Daytona Beach, FL; Hajoca dba Gorman Company, Holly Hill, FL; Hajoca dba Hughes Supply Daytona, Daytona Beach, FL; and Osceola Plumbing Supplies and Well Drilling, Inc., Holly Hill, FL for an initial term of three years with two subsequent one-year renewals upon county council approval. Awarding the contract to multiple vendors will allow staff to purchase at locations closest to the need and also provide competitive pricing for larger projects.					

Estimated annual expenditures are approximately \$133,000. While central services is the lead for this agreement, it will be available for county-wide use.

A copy of the solicitation (agreement) is attached. Copies of the full agreements (contracts) and applicable exhibits with the same terms and conditions as described in the solicitation are available in the purchasing and contracts division.

Recommended Motion: Approval.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

9.5

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2019-2020 Supply of Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-77
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department uses various chemicals for the treatment of water and wastewater and purchases the chemicals through various procurement methods.

Piggyback Agreements

The City of Palm Coast holds an agreement with Carmeuse Lime, Inc., to provide their annual supply of high calcium quicklime. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Palm Coast. This agreement, #ITB-UT-19-88 was approved October 15, 2019.

The City of Ocala holds an agreement with Airgas Carbonic, LLC to provide their annual supply of liquid carbon dioxide. This vendor has also offered to provide this product to Holly Hill under the same competitively bid price agreement they have with Ocala. This agreement, #WSB/17-028 began February 12, 2018 and terminates at the end of the business day on February 11, 2020. This agreement may, by written consent between City of Ocala and the vendor, be renewed for up to two (2) additional, one (1) year periods.

These chemicals are recommended to be purchased under these agreements as follows:

Chemical	Vendor	Price
High Calcium Quicklime	Carmeuse Lime Inc.	\$274.59 per ton
Liquid Carbon Dioxide (CO2)	Airgas Carbonic LLC	\$.15 per pound

Not to exceed \$74,800 (quicklime) and \$13,500 (CO2) annually. There is available FY 2019-2020 budget to fund this request.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The expenditures related to the purchase of water treatment chemicals are fully budgeted in the utilities budget covering the water division. The actual amount of expenditures for the above chemical will vary with use throughout the year as required by the water treatment process. Funds are budgeted through the operating supplies account for the water department.

STAFF RECOMMENDATION:

Approve the price agreement for the purchase of Fiscal Year 2019-2020 supply of water treatment chemicals (Quicklime and CO2) for the Public Works Department and authorize an annual amount of \$74,800 and \$13,500 and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION

APPROVE TO PIGGYBACK ON THE CITY OF PALM COAST FOR THE PURCHASE OF QUICKLIME AND TO PIGGYBACK ON THE CITY OF OCALA FOR THE PURCHASE OF LIQUID CARBON DIOXIDE AND APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF

**WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT
AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE
AGREEMENTS.**

ATTACHMENTS:

- PC Bid ITB-UT-19-88 for Carmeuse (PDF)
- QuickLime-Piggy-Letter (PDF)
- City of Ocala Contract WSD17-028(PDF)

Resolution No. 2019-77

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY BACK PRICE AGREEMENTS WITH THE CITIES OF PALM COAST AND THE CITY OF OCALA FOR THE PURCHASE OF THE FISCAL YEAR 2019-2020 SUPPLY OF WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water treatment;
and

WHEREAS, the City has secured pricing agreements utilizing the piggy-backing procurement method permitted under the City's Purchasing regulations; and

WHEREAS, By Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2019-20 supply of water treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve the price agreement for the purchase of the Fiscal Year 2019-2020 supply of water treatment chemicals for the Public Works Department in an amount of \$74,800 and \$13,500 and authorizes City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.



CONTRACT EXECUTIVE OVERVIEW (Non-Construction)

Vendor Name Carmeuse Lime, Inc dba Carmeuse Lime & Stone

Project Name: HIGH CALCIUM BULK QUICKLIME

Bid/Reference # ITB-UT-19-88

Contract Type: Master Services Agreement

Contract Value \$ n/a

Resolution # 2019- 127

City Council Approval Date: 10/15/19

Standard Contract Template (Y/N): Y

If No, then Reviewed by
City Attorney: n/a

Length of Contract: 1 year

Renewable (Y/N): yes

If Yes, # and length of
renewals: 2 at one year each

City's Project Manager Donnie Holcomb

Brief Description/Purpose:

Price agreement for fixed price per ton (delivered) for the purchase of 90% available Calcium Oxide to be used at Water Treatment Plant 1 and Water Treatment Plant 2 locations.

Approvals:

Responsible Dept. Director Richard Adams

Date Oct 18, 2019 | 3:29 AM

City Finance Helena Alves

Date Oct 17, 2019 | 4:28 PM

City Attorney William E. Reischmann, Jr.

Date Oct 17, 2019 | 1:46 PM

City Manager Matthew Morton

Date Oct 18, 2019 | 7:57 AM

Vendor Name and Email Address: Felicia Reid felicia.reid@carmeusena.com



city of PALM COAST

Administrative Services & Economic Development
Central Services Division

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

Dear Vendor,

Please review and sign the attached agreement via DocuSign.

In addition, please attach proof of insurance which is compliant with the insurance requirements set forth in Exhibit B of the agreement.

Thank you.



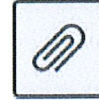
Regards,
Rose Conceicao
Risk Management & Contract Coordinator

Attachment: PC Bid ITB-UT-19-88 for Carmeuse (2019-R-77 : Approval to Piggy Back of Annual FY19-20 Water Treatment Chemicals)



please recycle

palmcoastgov.com



MASTER PRICE AGREEMENT

THIS MASTER PRICE AGREEMENT ("Agreement") made and entered into this 18th day of October, 2019 ("Effective Date"), between CARMEUSE LIME, INC. DBA CARMEUSE LIME & STONE whose primary place of business is 11 Stanwix Street 21st Floor, Pittsburgh, Pennsylvania 15222 ("SUPPLIER") and the CITY OF PALM COAST, a municipal corporation of the State of Florida, holding tax exempt status, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, ("CITY").

WITNESSETH:

WHEREAS, CITY desires to procure certain goods ("Goods") as set forth in Exhibit "A" Product/Price List, attached hereto and made a part hereof, from time to time from a competent and qualified supplier and has requested and received bids/quotes for the goods and related services;

WHEREAS, SUPPLIER is competent and qualified to provide the Goods to CITY and desires to provide said Goods to CITY at the firm prices established herein and in accordance with the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CITY and SUPPLIER agree as follows:

1. PURCHASE ORDERS. During the term of this Agreement and solely upon receipt of authorizations for delivery in the form of written purchase orders ("Purchase Orders"), executed by CITY and signed by SUPPLIER, SUPPLIER shall furnish and deliver those Goods as specified in the Purchase Order and in accordance with the quantities and date or dates for delivery set forth in the Purchase Order. Each Purchase Order shall describe the Goods and related services, if any, as well as the quantities, date or dates for delivery and the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. This Agreement standing alone does not authorize purchase or delivery of Goods or require CITY to place any orders. No claim for Goods furnished by the SUPPLIER not specifically provided for herein or not ordered by CITY shall be honored by CITY. CITY makes no promise that CITY will issue a Purchase Order to SUPPLIER, or as to the number of Purchase Orders during the life of this Agreement. CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by CITY to be in the best interest of CITY to do so. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

2. DELIVERY- Time is of the essence in the performance of this Agreement. SUPPLIER will arrange each delivery by a carrier chosen by SUPPLIER, and delivery shall be completed in accordance with the date or dates set forth in the Purchase Order. Terms of shipping are F.O.B. Destination Freight Prepaid. Title and risk of loss shall pass when items have been received, inspected and accepted by City. All associated shipping, insurance and other related costs shall be borne by SUPPLIER. Extra charges for any purpose will not be allowed unless explicitly indicated on the Purchase Order. CITY reserves the right to conduct any inspection or investigation to verify compliance of the Goods and related services with the requirements of this Agreement and to reject any delivery not in compliance, and if the deficiency is not visible at the time of delivery, to take and/or require appropriate corrective action.

3. COMPENSATION.

A. Pricing. Pricing for the Goods set forth in any Purchase Order issued hereunder shall be in accordance with the rates, fees and discounts set forth in Exhibit A, Product/Price List.

B. Invoicing. Upon satisfactory delivery of the Goods required hereunder and, upon acceptance by the CITY, SUPPLIER may invoice the CITY for the amount of compensation provided for under the terms of this Agreement less any amount already paid by the CITY. SUPPLIER shall invoice CITY the amount due based on the Goods provided under the Purchase Order; but, in no event, shall the invoice amount exceed the amounts actually provided. Each Purchase Order shall be invoiced separately. SUPPLIER shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any Goods provided, the cost of the Goods, the name and address of SUPPLIER, the purchase order number, Agreement number (if applicable) and all other information required by this Agreement. The original invoice shall be emailed to ap@palmcoastgov.com.

C. Payment Terms. Payment shall be made after review and approval by CITY under the Prompt Payment Act., Fla. Stat. 218.73. Payments shall be made by CITY to SUPPLIER not more than once monthly.

4. TERM AND TERMINATION.

A. Term. This Agreement shall take effect on the Effective Date and shall terminate at the end of one year. Following the initial term and at the sole option of CITY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Purchase Orders shall remain in effect until delivery and acceptance of the goods authorized by the Purchase Order as well as during periods of warranty and guarantee.

B. Termination.

i. **Termination Without Cause.** CITY may terminate this Agreement or any Purchase Order in whole or in part for convenience upon written notice to SUPPLIER sent at least fourteen (14) calendar days prior to the delivery date specified. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. CITY shall have no liability to SUPPLIER beyond payment of any balance owing for Goods purchased and already delivered to and accepted by CITY prior to SUPPLIER'S receipt of the notice of termination.

ii. **Termination For Cause.** City may terminate this Agreement or any Purchase Order in whole or in part at any time for default by written notice to SUPPLIER. Upon receipt of such notice, SUPPLIER shall immediately cease all work and discontinue delivery of all Goods unless the notice directs otherwise. In the event of a breach by SUPPLIER, including failure to make available or to deliver the Goods in the time and or manner provided for in this Agreement or a Purchase Order, CITY reserves the right to purchase substitutions and to charge SUPPLIER for any loss incurred. If this Agreement or any Purchase Order is terminated by CITY for SUPPLIER'S default, then SUPPLIER will be liable for all incidental and consequential damages resulting from SUPPLIER'S breach, including all damages provided in the Uniform Commercial Code (UCC). In the event SUPPLIER is adjudged by a court to be in default, SUPPLIER will pay to CITY all costs and expenses incurred by CITY in connection with the suit, including reasonable attorney's fees.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification/Sovereign Immunity.

i. SUPPLIER shall indemnify, hold harmless and defend CITY: (1) from any liabilities, damages, losses and costs, including but not limited to, reasonable attorneys fees arising from any claim or action based on any acts or omissions of SUPPLIER, its employees, servants, agents or subcontractors in completing the work under this Agreement; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, Patent, Industrial Design right, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Goods delivered hereunder. CITY reserves its rights to be represented in any such action by its own counsel at its own expense.

ii. The indemnification obligations herein shall not be limited to the amount of insurance coverage required herein. In addition, in claims against any person or entity indemnified under this Section by an employee of SUPPLIER or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for SUPPLIER or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

iii. City expressly retains all rights, benefits and immunities of sovereign immunity and nothing herein shall be deemed to affect the rights, privileges, and immunities of City as set forth in Section 768.28, Florida Statutes.

B. Insurance. The SUPPLIER shall at SUPPLIER'S own cost, procure insurance in accordance with Exhibit "B" Insurance Requirementst, attached hereto and made a part hereof.

6. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

A. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the conflict resolution procedures reasonably imposed by CITY prior to filing suit or otherwise pursuing legal remedies.

B. SUPPLIER agrees that it will file no suit nor otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set forth in subsection (A) of this Section..

C. In the event that the CITY'S dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be reasonably imposed by CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

7. ASSIGNMENT. SUPPLIER shall not assign this Agreement, any rights hereunder, or any monies due or to become due, nor delegate or subcontract any obligations or work, without the prior written consent of CITY.

8. AUDIT OF BOOKS AND RECORDS. SUPPLIER shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement during the term of this Agreement and for five (5) years subsequent to the expiration or termination of this Agreement and/or final payment, whichever is later. CITY or CITY'S authorized representative may at all reasonable times during the term of this Agreement and for five (5) years thereafter and upon reasonable notice, inspect and audit the books, documents, papers, accounting records and other evidence pertaining to this Agreement, and SUPPLIER shall make such materials available at the SUPPLIER'S office upon CITY'S request. In the event any audit or inspection conducted after final payment reveals any overpayment by CITY under the terms of this Agreement, SUPPLIER shall refund such overpayment to CITY within thirty (30) days of notice by CITY.

9. CHOICE OF LAW/JURISDICTION. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL, if in federal court.

10. COMPLIANCE WITH LAWS. SUPPLIER agrees to comply with all Federal, State, and City laws, ordinances, regulations, and codes, including but not limited to nondiscrimination, immigration and ethics laws. Violation of this section is grounds for debarment and termination of this Agreement.

11. ENFORCEABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The waiver of a breach of any term or condition of this Agreement or Purchase Order hereunder shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition hereunder. In addition, neither CITY'S review, approval or acceptance of, nor payment for, any Goods provided hereunder shall be construed to operate as a waiver of any rights under this Agreement or the Purchase Order.

12. ENTIRE AGREEMENT. This Agreement shall constitute the entire understanding of the parties and shall not be changed, amended, altered or modified except in writing and signed by authorized representatives of the parties with the same formality and equal dignity herewith. All prior agreements, whether written or oral between the parties relating to the subject matter hereof are superseded by this Agreement and are of no further force or effect. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. Any amendments to this Agreement must be in writing signed by both parties. In the event of a conflict between this Agreement and a Purchase Order or any other writing, this Agreement controls over such inconsistent or additional terms.

13. INDEPENDENT CONTRACTOR. The relationship of the parties established by this Agreement and all Purchase Orders is that of independent contractors. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as making the SUPPLIER, (including its officers, employees, and agents), the agent, representative, or employee of CITY for any purpose, or in any manner, whatsoever. Persons employed by the SUPPLIER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to CITY'S officers and employees either by operation of law or by CITY.

14. NOTICES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

FOR SUPPLIER:

Felicia Reid
Carmeuse Lime & Stone
11 Stanwix St. 21st Fl
Pittsburgh, PA 15222

15. PUBLIC RECORDS LAW. The parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made or received by the parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

1. Keep and maintain all public records required by CITY to perform the services herein; and
2. Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of the SUPPLIER or keep and maintain public records required by CITY to perform the services herein. If the SUPPLIER transfers all public records to CITY upon completion of the Agreement, the SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUPPLIER keeps and maintains public records upon completion of the Agreement, the SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.

All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, the SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the SUPPLIER'S failure to comply with these requirements.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, VSMITH@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

16. SUBCONTRACTORS. In the event that SUPPLIER, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with performance of this Agreement or any Purchase Order, SUPPLIER must first secure CITY'S prior express written approval. If subcontractors or other professional associates are required, SUPPLIER shall remain fully responsible for the performance of subcontractors or other professional associates.

17. UCC. In addition to any rights or remedies contained in this Purchase Order, each party shall have rights, duties, and remedies available through the Uniform Commercial Code.

18. WARRANTY. SUPPLIER warrants that all Goods supplied are new, of good quality, and free from defects in title, workmanship, material, and in design, and are in full compliance with the specifications. In addition, SUPPLIER warrants that all work or services, if any, shall be performed in a good and competent workmanlike manner. The Goods and services hereunder are covered by the most favorable commercial warranties given any customer for such Goods and/or services, and the rights and remedies provided therein are in addition to and do not limit those available to CITY by any other clause of this Agreement. A copy of this warranty and all applicable manufacturer's warranties shall be furnished with the delivery of the Goods and, services if any. The equipment manufacturer's warranty must apply at a minimum, and must be honored by SUPPLIER.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

CITY OF PALM COAST

DocuSigned by:
B Matthew Morton
28DF7AEB7692454...

Print: Matthew Morton

Title: City Manager

Date: Oct 18, 2019 | 7:57 AM EDT

**CARMEUSE LIME, INC. DBA
CARMEUSE LIME & STONE**

DocuSigned by:
B Felicia Reid
4469615B19DE4E4... Corporate Officer

Print: Felicia Reid

Title: SALES & CRM SPECIALIST

Date: Oct 17, 2019 | 9:12 AM EDT

Exhibits:

A: Product/Price List

B: Insurance Requirements

Attachment: PC Bid ITB-UT-19-88 for Carmeuse (2019-R-77 : Approval to Piggy Back of Annual FY19-20 Water Treatment Chemicals)

**Exhibit A
PRODUCT/PRICE LIST**

90% available Calcium Oxide as more specifically described in the Invitation to Bid entitled High Calcium Bulk Quicklime, # ITB-UT-19-88 which is incorporated herein as if fully attached hereto.

SIGNATURE BLOCK

IN WITNESS WHEREOF, Bidder has hereunto executed this

on this 10th day ofOctober 2019**CARMEUSE LIME & STONE**

Company Name

Signature

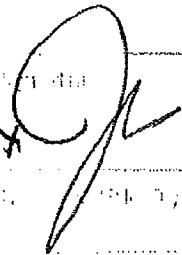
 Jack Fahler, COO**PRICE SCHEDULE**Price in US Dollars: \$ 274.59/TON

Exhibit B
INSURANCE REQUIREMENTS

1. GENERAL.

- 1.1. Prior to performance under this Agreement, SUPPLIER shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the SUPPLIER and shall be maintained in force until the Agreement completion date. The insurance provided by SUPPLIER shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the SUPPLIER. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. SUPPLIER waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Until such time as the insurance is no longer required to be maintained by the SUPPLIER, the SUPPLIER shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by the CITY, SUPPLIER shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.
- 1.4. Neither approval by the CITY nor failure to disapprove the insurance furnished by a subcontractor or another supplier shall relieve the SUPPLIER of the SUPPLIER'S full responsibility for performance of any obligation including SUPPLIER indemnification of CITY under this Agreement.
- 1.5. It shall also be the responsibility of the SUPPLIER to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.
- 1.6. Compliance with the insurance requirements set forth herein shall not relieve SUPPLIER, its employees or agents of liability from any indemnification obligation under this Agreement.

2. INSURANCE COMPANY REQUIREMENTS.

- 2.1. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.
- 2.2. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 2.3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the SUPPLIER shall, as soon as the SUPPLIER has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the SUPPLIER has replaced the unacceptable insurer with an insurer acceptable to the CITY the SUPPLIER shall be deemed to be in default of this Agreement.

3. COVERAGE.

- 3.1. Without limiting any of the other obligations or liability of the SUPPLIER, the SUPPLIER shall, at the SUPPLIER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum

requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

3.1.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover SUPPLIER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. SUPPLIER will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the SUPPLIER and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law. Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

3.1.2. Commercial General Liability.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

LIMITS	
General Aggregate (per project)	\$2,000,000.00 or 2x Per Occurrence (whichever is greater)
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

3.1.3. Business Auto Policy.

The SUPPLIER'S insurance shall cover the SUPPLIER for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by the SUPPLIER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the SUPPLIER shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the SUPPLIER shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS	
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/28/2018

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1356795 Carmeuse Lime, Inc. and all subsidiaries 11 Stanwix Street, 21st Floor Pittsburgh PA 15222	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State National Insurance Company, Inc.	NAIC # 12831
	INSURER B: National Union Fire Ins Co Pitts. PA	19445
	INSURER C: New Hampshire Insurance Company	23841
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CARMU CERTIFICATE NUMBER: 12043274 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR	Y	N	RDN-10080-CGX	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	CA 7269760 (AOS) CA 7269761 (VA)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX OTHER: \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB	N	N	RDN-10081-UMX	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER: \$ XXXXXXXX
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 021569755 (AOS) WC 021569756 (OH,WI) WC 021569757 (IL,KY,NC,PA,VA)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THE CITY OF PALM COAST, ITS OFFICIALS, OFFICERS, AND EMPLOYEES ARE ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachment

12043274

CITY OF PALM COAST
ATTN: BRIAN ROTHWELL
PURCHASING AND CONTRACT MANAGEMENT DIVISION
160 CYPRESS POINT PARK WAY
SUITE B-106
PALM COAST FL 32164

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved



CITY OF PALM COAST ATTN: BRIAN ROTHWELL
PURCHASING AND CONTRACT MANAGEMENT DIVISION
160 CYPRESS POINT PARKWAY SUITE B-106
PALM COAST FL 32164

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **12043274**.

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
Three CityPlace Dr, Suite 900 / St. Louis, MO 63141-7088
314-432-0500 / lockton.com

Attachment: PC Bid ITB-UT-19-88 for Carmeuse (2019-R-77 : Approval to Piggy Back of Annual FY19-20 Water Treatment Chemicals)

City of Palm Coast, Florida Agenda Item

Agenda Date: 10/15/2019

Department	UTILITY	Amount	\$ 720,000.00
Item Key		Account	# 54019086 – 52030 # 54019087 – 52030
Subject	RESOLUTION 2019-XX APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME AND STONE FOR NSF 60 HIGH CALCIUM BULK QUICKLIME		
<u>UPDATED BACKGROUND FROM THE OCTOBER 8, 2019 WORKSHOP:</u>			
This item was heard by the City Council at the October 8, 2019 Workshop. There were no changes suggested to this item.			
<u>ORIGINAL BACKGROUND FROM THE OCTOBER 8, 2019 WORKSHOP</u>			
The City's Utility Department utilizes High Calcium Bulk Quick Lime at Water Treatment Plant #1 and Water Treatment Plant #2 which is used in the treatment process. The City of Palm Coast bid the annual supply of High Calcium Bulk Quicklime in ITB-UT-19-88. This price agreement shall run from October 1, 2019 to September 30, 2020 for the first year and will include two additional one-year renewal options. The lowest responsive bidder was Carmeuse Lime and Stone:			
Staff recommends that the City approve a master price agreement with Carmeuse Lime and Stone for High Calcium Bulk Quick Lime supply based on the City of Palm Coast bid ITB-UT-19-88. The notice of intent to award and project bid overview are attached to this agenda item.			
This chemical will be purchased on an as needed basis. Funds are appropriated in the Operating Budget of the Utility Enterprise Fund. Annual spending for FY20 is estimated to be \$720,000.00			
Recommended Action :			
Adopt Resolution 2019-XX approving a Master Price Agreement with Carmeuse Lime and Stone for Nsf 60 High Calcium Bulk Quick Lime			

Attachment: PC Bid ITB-UT-19-88 for Carmeuse (2019-R-77 : Approval to Piggy Back of Annual FY19-20 Water Treatment Chemicals)



ITB-UT-19-88 - High Calcium Bulk Quicklime

Project Overview

Project Details	
Reference ID	ITB-UT-19-88
Project Name	High Calcium Bulk Quicklime
Project Owner	Jesse Scott
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	This Invitation to Bid is issued for the purpose of securing a firm price per ton (delivered) for the purchase of 90% available Calcium Oxide to be used at Water Treatment Plant 1 and Water Treatment Plant 2 locations.
Open Date	Aug 28, 2019 8:00 AM EDT
Intent to Bid Due	Sep 11, 2019 2:00 PM EDT
Close Date	Sep 12, 2019 2:00 PM EDT

Awarded Suppliers	Reason	Score
Carmeuse Lime & Stone		100 pts

Seal status

Generated on Sep 17, 2019 11:17 AM EDT - Jesse Scott

Page 1 of 4

355

Packet Pg. 207

Attachment: PC Bid ITB-UT-19-88 for Carmeuse (2019-R-77 : Approval to Piggy Back of Annual FY19-20 Water Treatment Chemicals)



Requested Information	Unsealed on	Unsealed by
Forms 1 - 4	Sep 12, 2019 2:32 PM EDT	Jesse Scott
References	Sep 12, 2019 2:32 PM EDT	Jesse Scott
Price schedule	Sep 12, 2019 2:32 PM EDT	Jesse Scott

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Peter Roussell	Sep 16, 2019 11:31 AM EDT	No
Donald Holcomb	Sep 12, 2019 2:42 PM EDT	No
Fred Greiner	Sep 13, 2019 10:03 AM EDT	No
Ryan Bellerive	Sep 17, 2019 8:53 AM EDT	No
Jesse Scott	Sep 12, 2019 2:32 PM EDT	No



Project Criteria

Criteria	Points	Description
Required Forms	Pass/Fail	completed as requested
References	Pass/Fail	administrative review
references	Pass/Fail	technical review and fact checking
Price Schedule	Pass/Fail	Technical review, reasonable?
Price Schedule	100 pts	data entry
Total	100 pts	

Generated on Sep 17, 2019 11:17 AM EDT - Jasse Scott

Page 3 of 4

357



Scoring Summary

Active Submissions

	Total	Required Forms	References	references	Price Schedule
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Carmeuse Lime & Stone	100 pts	Pass	Pass	Pass	Pass

	Price Schedule
Supplier	/ 100 pts
Carmeuse Lime & Stone	100 pts (\$274.59)

Generated on Sep 17, 2019 11:17 AM EDT - Jesse Scott

Page 4 of 4

358



city of
PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: ITB-UT-19-88 - High Calcium Bulk Quicklime

Date: 9/17/2019

Appeal Deadline: Appeals must be filed by 5:00 PM on 9/20/2019

Firm	Bid
Carmeuse Lime & Stone Pittsburgh, PA	\$274.59/ton

The intent of the City of Palm Coast is to award ITB-UT-19-88 to Carmeuse Lime & Stone

Cc: Contract Coordinator, Project Manager, ASSED Director, Department Director, Finance Director

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Central Service Division's Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Administrative Services and Economic Development Director, Beau Falgout (bfalgout@palmcoastgov.com) shall constitute a waiver of the protest proceedings.



please recycle

**RESOLUTION 2019-127
CARMEUSE LIME AND STONE
NSF 60 HIGH CALCIUM BULK QUICKLIME**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A MASTER PRICE AGREEMENT WITH CARMEUSE LIME AND STONE, FOR NSF 60 HIGH CALCIUM BULK QUICKLIME; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Carmeuse Lime and Stone has expressed a desire to provide NSF 60 high calcium bulk quicklime chemical to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase the above referenced chemical from Carmeuse Lime and Stone.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL OF MASTER PRICE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the master price agreement with Carmeuse Lime and Stone, for the purchase of the annual supply of NSF 60 High Calcium Bulk Quicklime, as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

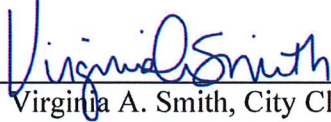
SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

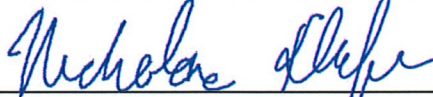
DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 15th day of October 2019.



ATTEST:

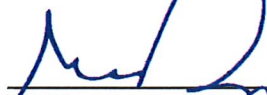

Virginia A. Smith, City Clerk

CITY OF PALM COAST, FLORIDA


MILISSA HOLLAND, MAYOR

Attachment:
Exhibit "A" –Master Price Agreement-Carmeuse Lime and Stone

Approved as to form and legality


William E. Reischmann, Jr., Esq.
City Attorney



Andy Armstrong <aarmstrong@hollyhillfl.org>

RE: [EXT] Contract ITB-P-U-17-55

1 message

Luketic Kevin <kevin.luketic@carmeusena.com>
To: Andy Armstrong <aarmstrong@hollyhillfl.org>

Fri, Sep 13, 2019 at 9:57 AM

Hi Andy,

Palm Coast recently went out for bid so we can provide a Piggyback on the most recent pricing submitted to Palm Coast. Please see attached quote for updated pricing.

Thanks,

• • • • •

Kevin LUKETIC

Carmeuse

Tel : 412.395.8713

Sales Line : 866.780.0974



• contributing • to • a • better • world •

From: Andy Armstrong <aarmstrong@hollyhillfl.org>
Sent: Friday, September 13, 2019 8:14 AM
To: Luketic Kevin <kevin.luketic@carmeusena.com>
Subject: Re: [EXT] Contract ITB-P-U-17-55

Good Morning Kevin,

Attachment: QuickLime-Piggy-Letter (2019-R-77 : Approval to Piggy Back of Annual FY19-20 Water Treatment Chemicals)

Company	CITY OF HOLLY HILL	E-mail	
To		Date	09-13-2019
From	Kevin Luketic	E-mail	Kevin.Luketic@carmeusena.com
Tel	866-780-0974	Pages	2

Re:

Price Quote 10005925

Dear ,

Thank you for the opportunity to consider Carmeuse as your business partner.

It is our pleasure to provide you with the following quote offer:

Product	Plant	Product Description	Currency
10597	Jacksonville Luttrell Ter	HiCal QL Terminal Small Pebble Bulk	USD
		<u>Price Per Unit</u>	
		Product Price: \$203.54/TON	
		Fee Price: \$42.94/TON	
		Freight Price: \$22.49/TON	
		Surcharge Price: \$5.62/TON	
		Total Price: \$274.59/TON	

To place an order, please call Customer Service at 1.800.445.3930.

The following additional information applies:

Unloading conditions to be communicated through your care (opening hours, security procedures..)

Shipping Cond: Delivered

Payment Terms: . We insist upon payment in due time of our invoices, this being an essential component of your price-offering.

Validity: Our prices are valid from 10-01-2019 To 09-30-2020 upon formal approval from your side within 2 weeks.

• contributing • to • a • better • world •

O-N Minerals (Luttrell) Company, 11 Stanwix Street, Pittsburgh, 15222, US.



Quote

We remain at your disposal for any further information.

Signatures

Sales Representative
Kevin Luketic

Sales Manager

• contributing • to • a • better • world •

O-N Minerals (Luttrell) Company, 11 Stanwix Street, Pittsburgh, 15222, US.



CONTRACT# WSD/17-028

AGREEMENT FOR SUPPLY AND DELIVERY OF LIQUID CARBON DIOXIDE (NSF GRADE)

THIS AGREEMENT is entered into this 28th day of February, 2018, by and between the CITY OF OCALA, a Florida municipal corporation ("City") and AIRGAS USA, LLC, a Florida registered, foreign Delaware limited liability company (EIN: 45-3153734), with offices at 5249 Tampa West Boulevard, Tampa, Florida 33634 ("Vendor").

WHEREAS:

The City of Ocala issued a Request for Quotation on January 8, 2018, for RFQ# WSD/17-028: Liquid Carbon Dioxide (NSF Grade) Supply and Delivery.

One (1) bidder responded, and was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide all materials, labor, and equipment to supply and deliver liquid carbon dioxide (NSF Grade) to the City of Ocala Water Treatment Plant #1 as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work**, and underlying RFQ# WSD/17-028. The contract, and all exhibits, hold precedence over the RFQ documents.
2. **COMPENSATION.** City shall pay Vendor for the performance of the service a limiting amount based on the unit pricing set forth below. Expenditures will not exceed \$50,000 during the contract term.

Description	Price per Pound
Commercial grade (NSF grade) carbon dioxide for pH stabilization, including delivery	\$0.15

3. **TERM & TERMINATION.** This Agreement shall begin on February 12, 2018 and terminate at the end of the business day on February 11, 2020. This Agreement may, by written consent between City and the Vendor, be renewed for up to two (2) additional, one (1) year periods. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall



CONTRACT# WSD/17-028

have no effect upon the rights of the parties that accrued prior to termination.

4. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Vendor's performance. This evaluation will become public record.
5. **CONTRACT FULFILLMENT.** Vendors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
6. **VENDOR REPRESENTATIONS.**
 - A. The Vendor has examined and carefully studied the Contract Documents and the other related data.
 - B. The Vendor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
7. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Vendor as noted in **Section 2** and as follows:
 - A. The City will pay Vendor a limiting amount for each monthly period, as approved and invoiced, using the pricing schedule as noted in **Section 2**. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and state law.
 - B. Vendor shall invoice the City within twenty-one (21) days of delivery. Invoices for this Agreement will be prepared by Vendor, and submitted through the responsible City Project Manager at: City of Ocala Water Resources Department, Jared Fort, 1808 NE 36th Avenue, Ocala, Florida 34470, jfort@ocalafl.org. Invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. One original of the invoice should be included with the submission.
 - C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City.



CONTRACT# WSD/17-028

Any payment withheld will be released and paid to Vendor promptly when work or products are subsequently performed/delivered to the City's satisfaction.

8. **INSPECTION AND ACCEPTANCE.** Title and risk of loss or damage to all items shall be the responsibility of the Vendor until received and accepted by the City. All goods and/or services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor promptly upon receipt of delivery.

9. **MISCELLANEOUS INSURANCE PROVISIONS.**

- A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.
- B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Vendor is responsible for the amount of any deductible or self-insured retention.
- C. Certificates. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance



CONTRACT# WSD/17-028

coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

10. LIABILITY INSURANCE. Vendor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

- A. \$2,000,000 each occurrence and \$6,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;
- B. \$2,000,000 each occurrence and \$6,000,000 aggregate for Products and Completed Operations;
- C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

11. POLLUTION LIABILITY. Vendor shall purchase and maintain in force for the duration of the Contract insurance for pollution legal liability applicable to bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs, removal, storage, disposal, and/or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. Vendor is required to provide coverage for up to three (3) years after the end of the contract term.

12. BUSINESS AUTO LIABILITY. Vendor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for Any vehicles for Bodily Injury and Property Damage in an amount not less than \$5,000,000 combined single limit each accident. The City must be an additional insured on the policy.

13. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY. Vendor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at



CONTRACT# WSD/17-028

statutory requirement limits. Vendor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

14. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
15. **SAFETY/ENVIRONMENTAL.** Vendor is responsible at all times for precautions to achieve the protection of all persons including employees and property. The Vendor shall make reasonable efforts to detect apparent hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All Vendor caused hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.
16. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.
17. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities to permit Vendor to meet its obligations hereunder.
18. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.
19. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
20. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:



CONTRACT# WSD/17-028

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 21. **TAX EXEMPTION.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 22. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt.



CONTRACT# WSD/17-028

Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

23. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
24. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
25. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
26. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
27. **PUBLIC ENTITY CRIMES.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide 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 or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.



CONTRACT# WSD/17-028

28. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:

- A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
- B. The Vendor provides material that does not meet the specifications of the Agreement;
- C. Vendor fails to complete the work required within the time stipulated in the Agreement; and
- D. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

29. **REMEDIES/OPPORTUNITY TO CURE.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of vendor hereunder.

Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Performance Bond, or (c) Any other remedy as provided by law.

30. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Vendor's services and work at City's convenience. Upon receipt of such notice, Vendor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Vendor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Vendor as permitted by the contract and approved by City.



CONTRACT# WSD/17-028

31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

32. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Vendor shall be entitled to an extension of time only, provided however, that in no event shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

33. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

34. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.



35. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

36. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Airgas USA, LLC
Jerry Stanley
5249 Tampa West Boulevard
Tampa, FL 33634
Phone: 813-933-0663
Email: jerry.stanley@airgas.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or



CONTRACT# WSD/17-028

prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

38. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

39. GOVERNING LAW. This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

40. JURISDICTION AND VENUE. The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.



CONTRACT# WSD/17-028

41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
42. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making



CONTRACT# WSD/17-028

of this Agreement other than those specifically set forth herein.

49. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

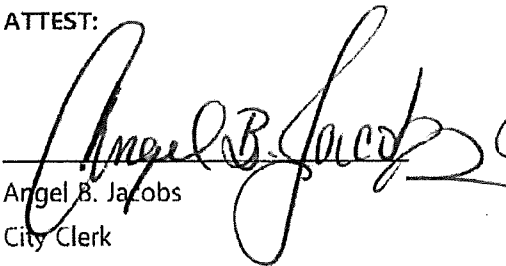
Exhibit A: Scope of Work (A-1)

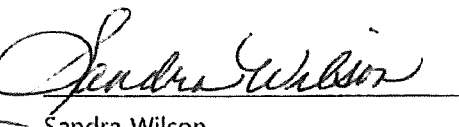
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA

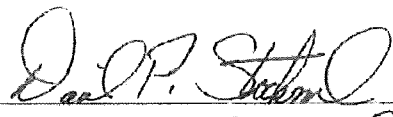

Angel B. Jacobs
City Clerk


Sandra Wilson
Deputy City Manager

Approved as to form and legality:

AIRGAS USA, LLC


Robert W. Batsel, Jr.
Assistant City Attorney


Manager/Member **DAVID STOCKMAL**
V.P. BULK GASES
2/20/2018

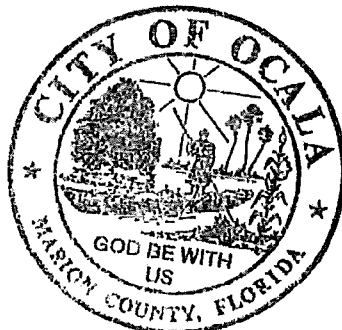


Exhibit A – Scope of Work CONTRACT# WSD/17-028

Vendor shall supply and deliver commercial grade (NSF grade) carbon dioxide to the City of Ocala Water Treatment Plant (WTP) #1, located at 1808 NE 36th Avenue Ocala, Florida 34470, as needed.

Work shall be coordinated with the City Project Manager, Jared Fort, Water Treatment Plant, phone (352) 351-6682, cell (352) 789-7545.

DELIVERY. Delivery typically occurs every two to three months depending on time of year and weather conditions which affect the flow and amount of feed chemical the City needs on-site.

- Vendor shall deliver carbon dioxide within seven (7) days of notification from the City.
- Typical single deliveries range from 19,000 to 22,000 pounds.
- The delivery driver shall be required to provide City staff with a valid driver's license number and signature prior to offloading of chemical.
- Delivery shall only occur during normal business hours, Monday through Friday 7:00 a.m. to 5:00 p.m.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 12, 2019
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Authorizing a the City Manager to Execute a Contract Renewal to Piggyback the Agreement with the City of Jacksonville for Foreclosure Registrations with Prochamps, 2725 Center Place, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-78
APPLICANT:
PLANNER:

DISCUSSION:

The piggyback contract with the City of Jacksonville and Property Registration Champions, LLC for registry of foreclosed/abandoned properties has expired but a renewal period which extends to September 30 2020.

Prochamps will continue to provide the service of registering foreclosed and vacant properties in the city, which will allow the Code Enforcement Officer the ability to identify property owners to address code violations on private property.

This request is to allow continuation with Prochamps by exercising the final one-year renewal option beginning on October 2, 2019 through September 30, 2020, with no renewal options remaining, with all other provisions, terms, and conditions of said contract remaining unchanged and shall continue in full force and effect.

FISCAL ANALYSIS:

There is no cost associated with the agreement. The City receives funds as a result of the registrations that are entered into the Prochamps system at a cost to the property owner.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution and renewal piggyback contract with Prochamps.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

APPROVING THE FINAL RENEWAL PIGGYBACK AGREEMENT WITH THE CITY OF JACKSONVILLE AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

ATTACHMENTS:

- PROCHAMPS - Fully Executed Piggyback Agreement - April 2018 (PDF)
- Renewed Piggyback Prochamps Contract with Jacksonville - Amendment No. 3 (PDF)

Resolution No. 2019-78

**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA,
AUTHORIZING A THE CITY MANAGER TO EXECUTE A CONTRACT
RENEWAL TO PIGGYBACK THE AGREEMENT WITH THE CITY OF
JACKSONVILLE FOR FORECLOSURE REGISTRATIONS WITH
PROCHAMPS, 2725 CENTER PLACE, MELBOURNE, FL 32940;
PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS;
PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

A Resolution of the City of Holly Hill, Florida, Authorizing a the City Manager to Execute a Contract Renewal to Piggyback the Agreement with the City of Jacksonville for Foreclosure and Vacant Land Registrations with Prochamps, 2725 Center Place, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

WHEREAS, the City of Holly Hill desires to enter into a like contract with PROCHAMPS, under the same terms and applicable conditions as that prior agreement entered into by the City of Jacksonville, FL; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City of Holly Hill desires to continue to retain the services of PROCHAMPS, in accordance with the pricing established in the City of Jacksonville, FL contract the purpose of registering foreclosed and vacant properties; and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City of Holly Hill now desires to (i) authorize and approve the form of the renewal contract between the City Jacksonville and PROCHAMPS, any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority effective October 1, 2019 through September 30, 2020; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by PROCHAMPS, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City; and

WHEREAS, PROCHAMPS, has previously entered into a contract with the City of Jacksonville, FL to provide these services on October 1, 2015 (attached) and has renewed its contract with the City of Jacksonville, FL effective October 1, 2019 through September 30, 2020, with no renewal options remaining, with all other provisions, terms, and conditions of said contract remaining unchanged and shall continue in full force (attached).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Authority for Resolution. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act"), as well as, the City Charter and Code of Ordinances.

SECTION 2. Definitions. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. Findings and Awards.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Prochamps, 2725 Center Place, Melbourne, FL 32940.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, or as may be required to be modified are hereby approved.

SECTION 5. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any

other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

**"PIGGYBACK" AGREEMENT
BETWEEN CITY OF HOLLY HILL, FL
AND
PROPERTY REGISTRATION CHAMPIONS,
LLC**

This "Piggyback" Agreement ("Agreement") is made as of this 27th day of March, 2018 ("Effective Date") by and between Property Registration Champions, LLC, DBA PROCHAMPS, a Florida Limited Liability Company with offices at 2725 Center Place, Melbourne, FL 32940 ("PRC") and City of Holly Hill, a Florida municipal corporation, with an address of 1065 Ridgewood Avenue, Holly Hill, Florida, 32117. The City and PRC agree as follows.

The purchasing policy for the CITY allows for "piggybacking" contracts.

- a. Pursuant to this procedure, the CITY is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that PRC has entered into a contract with the City of Jacksonville, Florida ("Original Contract"). The Original Contract is incorporated herein and is attached as Exhibit "A" to this Agreement. All of the terms and conditions set forth in the Original Contract are fully binding on the parties and said terms and conditions are incorporated herein.
3. Notwithstanding the requirement that the Original Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Contract as applied to this Agreement between PRC and the CITY, as follows.

- a. **TERM.** This Agreement shall terminate concurrently with the Original Contract. This Agreement will automatically renew concurrently with each renewal of the Original Contract, unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term. The Jacksonville Agreement expires on September 30, 2018. ~~The Agreement may be renewed for up to two (2) additional one (1) year periods by the City, in its sole discretion, upon sixty (60) days' notice prior to the end of the then current term upon terms mutually agreed by the parties.~~ DK

- b. **COMPENSATION.** PRC shall charge a fee ("Fee") as directed by the CITY to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars (\$100) of each collected Fee and remit the balance to the CITY. PRC shall forward payment of the CITY's portion of the Fee to the CITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. PRC shall have the ability to send all past due registrations with non-active periods to a collection agency of their choice. All fees related to collection agency practices shall be taken out of the

CITY's remittance provided herein. CITY agrees that PRC shall collect twenty percent (20%) of all past due registration fees recovered through the collection agency of PRC's choice, and remit the balance to the CITY as provided herein.

- c. **NOTICES.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
1065 Ridgewood Avenue
Holly Hill, FL 32117
Attention: CITY Manager

PRC: Danielle Kieselhorst, Director
2725 Center Place
Melbourne, FL 32940
Telephone No. (321) 421-6639
Facsimile No. (321) 396-7776

- d. **CONTRACT DOCUMENTS.** This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified, and any subsequent signed amendments.
- The CITY Ordinance No. 3000, dated, March 27, 2018 (the "Ordinance").
- The Original Contract.

e. **INDEMNIFICATION.**

- a. **IDEMNIFICATION BY PRC.** PRC shall defend, indemnify, and hold harmless the CITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **INDEMNIFICATION BY CITY.** CITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a failure by CITY to timely respond to a public records request. Should CITY select 10(a)(ii), CITY further defends, indemnifies and holds harmless PRC and officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a challenge to this provision.
- f. **WARRANTY.** All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any federal, state, or local regulatory.
- g. **ENTIRE AGREEMENT.** All other provisions in the Original Contract not expressly modified herein are fully binding on the parties. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.
- h. **SCOPE OF SERVICE.** The scope of services under this Contract shall be consistent with the CITY Ordinance No. 3000.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF HOLLY HILL, FL

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117


Joseph A. Forte, City Manager

Date: 3-28-2018

PROPERTY REGISTRATION CHAMPIONS, LLC

Property Registration Champions, LLC
2725 Center Place
Melbourne, FL 32940



Danielle Kieselhorst, Director

Date: 4/10/18

9544-01
Amd 3

**THIRD AMENDMENT TO SERVICES CONTRACT BETWEEN
CITY OF JACKSONVILLE AND PROPERTY REGISTRATION CHAMPIONS, LLC
FOR REGISTRY OF FORECLOSED/ABANDONED PROPERTIES**

THIS THIRD AMENDMENT to Services Contract for the registry of foreclosed and abandoned properties is made and entered into this 2nd day of Oct, 2019, by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the State of Florida (the "City"), and **PROPERTY REGISTRATION CHAMPIONS, LLC**, a Florida limited liability company (the "Consultant").

RECITALS

WHEREAS, effective as of October 1, 2015, City and Consultant made and entered into City Contract No. 9544-01 (the "Contract"); and

WHEREAS, said Contract has been amended twice previously; and

WHEREAS, said Contract should be amended further by exercising the third and final renewal option, so as to extend the period of service from October 1, 2019, through September 30, 2020, with no renewal options remaining, with all other provisions, terms, and conditions of said Contract remaining unchanged; now therefore

IN CONSIDERATION of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. The above-stated recitals are true and correct and are made a part hereof and are incorporated herein by this reference.

2. Section 5 of said Contract is amended by exercising the third and final one-year renewal option so as to extend the period of service from October 1, 2019, through September 30, 2020, with no renewal options remaining, and as amended shall read as follows:

"5. **Term.** The term of this Contract shall commence on the Effective Date and shall **expire on September 30, 2020**, unless sooner terminated by either party in accordance with the terms of the RFP."

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto duly execute this Third Amendment as of the day and year first written above.

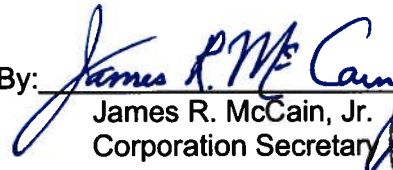
WITNESS:**PROPERTY REGISTRATION
CHAMPIONS, LLC**

By: 

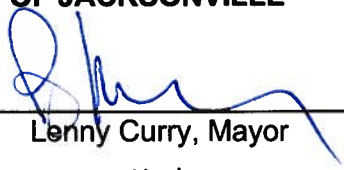
Print Name: Rachel Jansen

By: 
David Mulberry, CIO

ATTEST:**CITY OF JACKSONVILLE**

By: 
James R. McCain, Jr.
Corporation Secretary

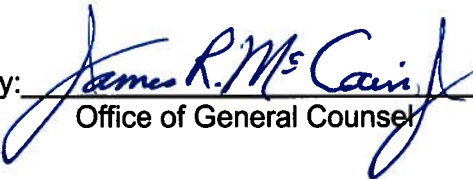


By: 
Lenny Curry, Mayor
Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In compliance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract in accordance with the terms and conditions thereof and that provision has been made for the payment of the monies provided therein to be paid.


Director of Finance
Contract #9544-01, 3rd Amendment

FORM APPROVED:

By: 
Office of General Counsel



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

August 8, 2019

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-38-15 Foreclosure Property Registry (Amendment No. 4) (OGC #3)
Neighborhoods Department

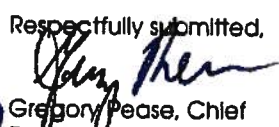
The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building, for the purpose of amending the above referenced contract.

The following motion/recommendation was adopted:

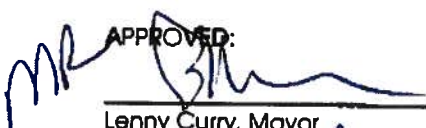
That Contract No. 9544-01 between the City of Jacksonville and Community Champions Corporation for the Registry of Foreclosed/Abandoned Properties be amended to: (1) exercise the third and final renewal option extending the period of service from October 1, 2019 through September 30, 2020. All other terms and conditions shall remain the same except for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,


Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:


Lenny Curry, Mayor

This 8 day of August, 2019

GP: ab

cc Council Auditor
James McCan, Jr., OGC
Melba Gray, GAD
Subcommittee Members

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Attachment: Renewed Piggyback Prochamps Contract with Jacksonville - Amendment No. 3 (2019-R-78 : Prochamps Piggyback Renewal



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

9.7

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-79
APPLICANT:
PLANNER:

DISCUSSION:

The laboratories of the Water Treatment Plant and the Waste Water Treatment Facility are required by the various permitting agencies governing the operations of the water and waste water plants to perform a multitude of samples and tests verifying compliance and meeting regulatory and operational thresholds.

Many tests are required to be sent to an accredited laboratory to be completed and Pace Analytical Services, Inc. is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

The estimated annual amount for services provided is \$40,000 for the waste water laboratory and \$10,000 for the water laboratory.

FISCAL ANALYSIS:

This is a budgeted expenditure in the professional services accounts of the water and waste water utility funds.

STAFF RECOMMENDATION:

Authorize the City manager to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests required for fiscal year 2020.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER.

ATTACHMENTS:

- Pace Analytical 40 miles radius (PDF)
- PACE Incorporated Article (PDF)
- PACE ANALYTICAL SERVICES PRICING 2019-2020 (PDF)

Resolution No. 2019-79**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only accredited laboratory in the local area to perform these tests; and

WHEREAS, The estimated annual amount for services provided is \$40,000 for the waste water laboratory and \$10,000 for the water laboratory; and

WHEREAS, The services are being provided and considered sole source due to the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount of \$50,000.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.



10/15/19

City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Dear Sir or Madam,

Pace Analytical Services, LLC is the only local environmental laboratory within a 40-mile radius that can handle drinking water and wastewater testing needs for the City of Holly Hill. Pace values the City of Holly Hill as a client and is sensitive to the City's budget. Pace's Sales Manager has not raised any of the City's analytical prices in over five years.

For the 2020 fiscal year, we will not raise any of the analytical prices again.

Regards,

A handwritten signature in black ink, appearing to read "Craig Bennett", written over a horizontal line.

Craig Bennett
General Manager

386-672-5668
Craig.Bennet@pacelabs.com
8 East Tower Circle, Ormond Beach, FL 32174

██████████

PACELABS.COM



Pace Analytical Services, LLC
1800 Elm Street SE
Minneapolis, MN 55414
Phone: 612.607.6400
Fax: 612.607.6344
www.pacelabs.com

Let it be known that, as of November 10, 2013, by order and consent of the Board of Directors of Pace Analytical Services, LLC, any Pace employee who has achieved the level of distinction, trust, and responsibility sufficient to have "General Manager" in his or her title, shall henceforth be authorized to bind Pace Analytical Services, LLC in connection with all contractual matters, by affixing his or her signature to any and all documents requiring evidence of corporate authority and consent.

This authorization is valid until further written notice from me or my representative.

Sincerely,

A handwritten signature in black ink, reading "Steve A. Vanderboom", is written over a horizontal line.

Steve Vanderboom
President/Chief Executive Officer
Pace Analytical Services, LLC

A handwritten signature in black ink, reading "G. C. Whitman", is written over a horizontal line.

Gregory Whitman
Secretary
Pace Analytical Services, LLC

Pace Analytical Services, Inc.
ANALYTICAL SERVICE
COST PROPOSAL



Contact Name: Jerry Smith	PROPOSAL NO.: 16-0120	Page 1 of 4
Company: City of Holly Hill	PROPOSAL DATE: October 25, 2019	
Address: 453 LPGA Boulevard	Turnaround Time: Standard	
Holly Hill, FL 32117	Sample Arrival Date:	
Phone No.: (386) 248-9463	Schedule: Firm: Tentative: X	
Fax No.: (386) 248-9499	Duration:	

Project Name/Description: **Annual Budget**

PARAMETERS	Methods	Matrix	No. of Samples			Unit Cost	Subtotal
			Sample	Field QC	Total		
Industrial Pretreatment	Multiple	WW	3		3	\$ 940.00	\$ 2,820.0
Effluent Analysis	Multiple	WW	1		1	\$ 1,911.00	\$ 1,911.0
Reclaimed Analysis	Multiple	WW	1		1	\$ 1,911.00	\$ 1,911.0
Bioassay	Multiple	WW	4		4	\$ 2,500.00	\$ 10,000.0
Crypto/Giardia	Multiple	WW	2		2	\$ 750.00	\$ 1,500.0
503 Sludge + 7 Fecal MPN	Multiple	WW	6		6	\$ 745.00	\$ 4,470.0
TKN, NOX, TP	Multiple	WW	64		64	\$ 65.00	\$ 4,160.0
8015 Alcohols	8015	WW	25		25	\$ 100.00	\$ 2,500.0
Sinlge Metal	Multiple	WW	76		76	\$ 15.00	\$ 1,140.0
WELL MONITORING	Multiple	WW	4		4	\$225.00	\$ 900.0
Enviromental Disoposal charge		WW	58		58	\$ 12.00	\$ 696.0
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
					0	\$ -	\$ -
Sample Kit Charge							N/C
Kit Shipping Charge							N/C
Rapid Turnaround Charge ()							
TOTAL							\$ 32,008.0

Comments: See attached Proposal Notes and Terms & Conditions

Prepared by: **Stacie Panicello**

ORMOND BEACH:

8 East Tower Circle
 Ormond Beach, FL 32174
 phone: 386-672-5668
 fax: 386-673-4001

Tampa Lab & Service Center

1209 Tech Blvd., Suite 207
 Tampa, FL 33619
 phone: 813-837-6705
 fax: 813-627-0582

Profile List

PASI Ormond Beach Laboratory

Client CITHLL

MPN Fecal
Profile Number 8918

Line Item ALL



Line Item	Sample ID	Sample Name	Price	Parameter	Result	Unit	Method	Notes
1	2540GS	2540GS	\$0.01	Total Solids	0.001 3278103	0.001 3278093 %		E
	9221CES	9221CES	\$75.00	Fecal Coliforms, MPN	1.8 3267552	1.8 3267551 MPN/g		E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture	0.1	%		E
	PMDISPO		\$0.01					

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Attachment: PACE ANALYTICAL SERVICES PRICING 2019-2020 (2019-R-79 : Water and Wastewater Laboratory Testing FY2019-2020)

Profile List

PASI Ormond Beach Laboratory

Priority Pollutants INF/EPF



Client CITHLL

Profile Number 1519

Line Item ALL

Item	Sample	Concentration	Method	Result	Unit	Concentration	Method	Result	Unit
1	6083PCB W	608 PCB W	\$0.01	PCB-1016 (Aroclor 1016)	12674-11-2	0.5	3286246	0.08	3286247 ug/L
				PCB-1221 (Aroclor 1221)	11104-28-2	0.5	3286246	0.081	3286247 ug/L
				PCB-1232 (Aroclor 1232)	11141-16-5	0.5	3286246	0.118	3286247 ug/L
				PCB-1242 (Aroclor 1242)	53469-21-9	0.5	3286246	0.128	3286247 ug/L
				PCB-1248 (Aroclor 1248)	12672-29-6	0.5	3286246	0.275	3286247 ug/L
				PCB-1254 (Aroclor 1254)	11097-69-1	0.5	3286246	0.145	3286247 ug/L
				PCB-1260 (Aroclor 1260)	11096-82-5	0.5	3286246	0.11	3286247 ug/L
	6083PEST W	608 PEST W	\$85.00	Aldrin	309-00-2	0.01	3286242	0.006	3286243 ug/L
				alpha-BHC	319-84-6	0.01	3286242	0.004	3286243 ug/L
				beta-BHC	319-85-7	0.01	3286242	0.006	3286243 ug/L
				delta-BHC	319-86-8	0.01	3286242	0.006	3286243 ug/L
				gamma-BHC (Lindane)	58-89-9	0.01	3286242	0.004	3286243 ug/L
				Dieldrin	60-57-1	0.01	3286242	0.005	3286243 ug/L
				Endosulfan I	959-98-8	0.01	3286242	0.005	3286243 ug/L
				Endosulfan II	33213-65-9	0.01	3286242	0.004	3286243 ug/L
				Endrin	72-20-8	0.01	3286242	0.006	3286243 ug/L
				Heptachlor	76-44-8	0.01	3286242	0.006	3286243 ug/L
				Heptachlor epoxide	1024-57-3	0.01	3286242	0.006	3286243 ug/L
				4,4'-DDE	72-55-9	0.01	3286242	0.008	3286243 ug/L
				4,4'-DDT	50-29-3	0.01	3286242	0.005	3286243 ug/L
				4,4'-DDD	72-54-8	0.01	3286242	0.005	3286243 ug/L
				Chlordane (Technical)	57-74-9	0.5	3286242	0.177	3286243 ug/L
				Endosulfan sulfate	1031-07-8	0.1	3286242	0.004	3286243 ug/L
				Toxaphene	8001-35-2	0.5	3286242	0.37	3286243 ug/L
				Endrin aldehyde	7421-93-4	0.1	3286242	0.008	3286243 ug/L
	6241 W	6241 W	\$160.00	Chloromethane	74-87-3	3	3286804	0.97	3286805 ug/L
				Vinyl chloride	75-01-4	1.5	3286804	0.39	3286805 ug/L
				Bromomethane	74-83-9	12	3286804	4	3286805 ug/L
				Chloroethane	75-00-3	12	3286804	3.73	3286805 ug/L
				Trichlorofluoromethane	75-69-4	1.5	3286804	0.35	3286805 ug/L
				Methylene Chloride	75-09-2	5	3286804	1	3286805 ug/L
				1,1-Dichloroethene	75-35-4	1	3286804	0.27	3286805 ug/L
				trans-1,2-Dichloroethene	156-60-5	1	3286804	0.23	3286805 ug/L
				1,1-Dichloroethane	75-34-3	1	3286804	0.34	3286805 ug/L
				Chloroform	67-68-3	1	3286804	0.32	3286805 ug/L
				1,1,1-Trichloroethane	71-55-6	1	3286804	0.3	3286805 ug/L
				Carbon tetrachloride	56-23-5	4	3286804	1.14	3286805 ug/L
				Benzene	71-43-2	1	3286804	0.3	3286805 ug/L
				1,2-Dichloroethane	107-06-2	1	3286804	0.21	3286805 ug/L
				Trichloroethene	79-01-6	1.2	3286804	0.36	3286805 ug/L
				1,2-Dichloropropane	78-87-5	1	3286804	0.23	3286805 ug/L
				Bromodichloromethane	75-27-4	0.6	3286804	0.19	3286805 ug/L
				trans-1,3-Dichloropropene	10061-02-6	0.6	3286804	0.17	3286805 ug/L
				Toluene	108-88-3	1	3286804	0.33	3286805 ug/L
				cis-1,3-Dichloropropene	10061-01-5	0.6	3286804	0.17	3286805 ug/L
				1,1,2-Trichloroethane	79-00-5	1	3286804	0.3	3286805 ug/L
				Tetrachloroethene	127-18-4	1.5	3286804	0.38	3286805 ug/L

Profile List

PASI Ormond Beach Laboratory



Client CITHLL

Profile Number 1519

Line Item ALL

Line Item	Sample Name	Sample ID	Amount	Analyte	PAS ID	Conc	MDL	Unit	Result
1	6241 W	6241 W	\$160.00	Dibromochloromethane	124-48-1	2 3286804	0.45	3286805 ug/L	E
				Chlorobenzene	106-90-7	1.5 3286804	0.35	3286805 ug/L	E
				Ethylbenzene	100-41-4	1 3286804	0.3	3286805 ug/L	E
				Bromoform	75-25-2	8 3286804	2.65	3286805 ug/L	E
				1,1,2,2-Tetrachloroethane	79-34-5	0.6 3286804	0.2	3286805 ug/L	E
				1,3-Dichlorobenzene	541-73-1	1 3286804	0.33	3286805 ug/L	E
				1,4-Dichlorobenzene	106-46-7	1 3286804	0.28	3286805 ug/L	E
				1,2-Dichlorobenzene	95-50-1	1 3286804	0.29	3286805 ug/L	E
				Acrolein	107-02-8	20 3286804	6.19	3286805 ug/L	E
				Acrylonitrile	107-13-1	12 3286804	3.69	3286805 ug/L	E
				2-Chloroethylvinyl ether	110-75-8	10 3286804	1.45	3286805 ug/L	E
	PMDISPO		\$0.01						
	SI-30MSSV		\$260.00						
2	2007 W	2007 W	\$50.00	Cadmium	7440-43-9	1 3286099	0.33	3285415 ug/L	E
				Chromium	7440-47-3	5 3286099	1.7	3285415 ug/L	E
				Iron	7439-89-6	40 3286099	9.2	3285415 ug/L	E
				Nickel	7440-02-0	5 3286099	2.1	3285415 ug/L	E
				Zinc	7440-66-6	20 3286099	11	3285415 ug/L	E
	2008 W	2008 W	\$55.00	Beryllium	7440-41-7	0.1 3288595	0.07	3290990 ug/L	E
				Copper	7440-50-8	1 3288595	0.93	3290990 ug/L	E
				Arsenic	7440-38-2	1 3288595	0.5	3290990 ug/L	E
				Selenium	7782-49-2	1 3288595	0.5	3290990 ug/L	E
				Silver	7440-22-4	0.1 3288595	0.05	3290990 ug/L	E
				Antimony	7440-36-0	1 3288595	0.5	3290990 ug/L	E
				Thallium	7440-28-0	0.4 3288595	0.1066	3290990 ug/L	E
				Lead	7439-92-1	1 3288595	0.5	3290990 ug/L	E
	2451 W	7470 W	\$40.00	Mercury	7439-97-6	0.2 50	0.1	1903082 ug/L	E
	PMDISPO		\$0.01						
3	PMDISPO		\$0.01						
	SI-31O&G		\$40.00						
4	3354 W	3354 W	\$25.00	Cyanide	57-12-5	0.01 271	0.005	3295611 mg/L	E
	PMDISPO		\$0.01						
5	4204 W2	4204 W2	\$25.00	Phenolics, Total Recoverable	84743-03-9	0.01 3262649	0.005	3262650 mg/L	E
	PMDISPO		\$0.01						
6	1631 WTP	1631E W	\$30.00	Mercury	7439-97-6	0.5 3265921	0.2	3287626 ng/L	3
	PMDISPO		\$0.01						
	SI-20LL HG		\$120.00						

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

Priority Pollutant Sludge



Client CITHLL

Profile Number 1506

Line Item ALL

1	8081 SMW	8081 S	\$85.00	alpha-BHC	319-84-6	1.7	3244855	0.069	307 ug/kg	E
				gamma-BHC (Lindane)	58-89-9	1.7	3244855	0.148	307 ug/kg	E
				beta-BHC	319-85-7	1.7	3244855	0.077	307 ug/kg	E
				Heptachlor	76-44-8	1.7	3244855	0.039	307 ug/kg	E
				delta-BHC	319-86-8	1.7	3244855	0.087	307 ug/kg	E
				Aldrin	309-00-2	1.7	3244855	0.058	307 ug/kg	E
				Heptachlor epoxide	1024-57-3	1.7	3244855	0.111	307 ug/kg	E
				Endosulfan I	959-98-8	1.7	3244855	0.025	307 ug/kg	E
				4,4'-DDE	72-55-9	1.7	3244855	0.061	307 ug/kg	E
				Dieldrin	60-57-1	1.7	3244855	0.04	307 ug/kg	E
				Endrin	72-20-8	1.7	3244855	0.052	307 ug/kg	E
				4,4'-DDD	72-54-8	1.7	3244855	0.131	307 ug/kg	E
				Endosulfan II	33213-65-9	1.7	3244855	0.057	307 ug/kg	E
				4,4'-DDT	50-29-3	1.7	3244855	0.096	307 ug/kg	E
				Endrin aldehyde	7421-93-4	3.3	3244855	0.066	307 ug/kg	E
				Endosulfan sulfate	1031-07-8	1.7	3244855	0.043	307 ug/kg	E
				Chlordane (Technical)	57-74-9	17	3244855	15.874	307 ug/kg	E
				Toxaphene	8001-35-2	17	3244855	7.346	307 ug/kg	E
	8082 SMW	8082 S	\$0.01	PCB-1016 (Aroclor 1016)	12674-11-2	0.017	308	0.010294	3266564 mg/kg	E
				PCB-1221 (Aroclor 1221)	11104-28-2	0.017	308	0.008035	3266564 mg/kg	E
				PCB-1232 (Aroclor 1232)	11141-16-5	0.017	308	0.008468	3266564 mg/kg	E
				PCB-1242 (Aroclor 1242)	53469-21-9	0.017	308	0.009204	3266564 mg/kg	E
				PCB-1248 (Aroclor 1248)	12672-29-6	0.017	308	0.010789	3266564 mg/kg	E
				PCB-1254 (Aroclor 1254)	11097-69-1	0.017	308	0.00884	3266564 mg/kg	E
				PCB-1260 (Aroclor 1260)	11096-82-5	0.017	308	0.01035	3266564 mg/kg	E
	8280 SWP	8280 SWP	\$160.00	1,1,1-Trichloroethane	71-55-6	5	3284998	2.74	3293016 ug/kg	E
				1,1,2,2-Tetrachloroethane	79-34-5	5	3284998	2.5	3293016 ug/kg	E
				1,1,2-Trichloroethane	79-00-5	5	3284998	2.5	3293016 ug/kg	E
				1,1-Dichloroethane	75-34-3	5	3284998	2.73	3293016 ug/kg	E
				1,1-Dichloroethene	75-35-4	5	3284998	2.5	3293016 ug/kg	E
				1,2-Dichloroethane	107-06-2	5	3284998	2.5	3293016 ug/kg	E
				1,2-Dichloropropane	78-87-5	5	3284998	2.5	3293016 ug/kg	E
				2-Chloroethylvinyl ether	110-75-8	20	3284998	10	3293016 ug/kg	E
				Acrolein	107-02-8	50	3284998	35.28	3293016 ug/kg	E
				Acrylonitrile	107-13-1	50	3284998	26.87	3293016 ug/kg	E
				Benzene	71-43-2	5	3284998	2.56	3293016 ug/kg	E
				Bromodichloromethane	75-27-4	5	3284998	2.5	3293016 ug/kg	E
				Bromoform	75-25-2	5	3284998	2.5	3293016 ug/kg	E
				Bromomethane	74-83-9	5	3284998	2.5	3293016 ug/kg	E
				Carbon tetrachloride	56-23-5	5	3284998	2.5	3293016 ug/kg	E
				Chlorobenzene	108-90-7	5	3284998	2.5	3293016 ug/kg	E
				Chloroethane	75-00-3	5	3284998	3.59	3293016 ug/kg	E
				Chloroform	67-66-3	5	3284998	2.96	3293016 ug/kg	E
				Chloromethane	74-87-3	5	3284998	2.8	3293016 ug/kg	E
				cis-1,3-Dichloropropene	10061-01-5	5	3284998	2.5	3293016 ug/kg	E
				Dibromochloromethane	124-48-1	5	3284998	2.5	3293016 ug/kg	E
				Ethylbenzene	100-41-4	5	3284998	2.83	3293016 ug/kg	E

Profile List

PASI Ormond Beach Laboratory



Client CITHLL

Profile Number 1506

Line Item ALL

Line Item	Sample	Sample	Amount	Material	Material	Quantity	Unit	Price	Amount	Unit
1	8260 SWP	8260 SWP	\$160.00	Methylene Chloride	75-09-2	5	3284998	2.5	3293016 ug/kg	E
				Styrene	100-42-5	5	3284998	2.5	3293016 ug/kg	E
				Tetrachloroethene	127-18-4	5	3284998	2.5	3293016 ug/kg	E
				Toluene	108-88-3	5	3284998	2.7	3293016 ug/kg	E
				trans-1,2-Dichloroethene	156-60-5	5	3284998	3.05	3293016 ug/kg	E
				trans-1,3-Dichloropropene	10061-02-6	5	3284998	2.6	3293016 ug/kg	E
				Trichloroethene	79-01-6	5	3284998	2.82	3293016 ug/kg	E
				Trichlorofluoromethane	75-69-4	5	3284998	2.72	3293016 ug/kg	E
				Vinyl chloride	75-01-4	5	3284998	2.89	3293016 ug/kg	E
	8270 SMW	8270 SM	\$260.00	Phenol	108-95-2	170	3284773	9.56	3290989 ug/kg	E
				bis(2-Chloroethyl) ether	111-44-4	170	3284773	10.93	3290989 ug/kg	E
				2-Chlorophenol	95-57-8	170	3284773	7.28	3290989 ug/kg	E
				1,3-Dichlorobenzene	541-73-1	170	3284773	12.24	3290989 ug/kg	E
				1,4-Dichlorobenzene	106-46-7	170	3284773	10.87	3290989 ug/kg	E
				1,2-Dichlorobenzene	95-50-1	170	3284773	10.53	3290989 ug/kg	E
				bis(2-Chloroisopropyl) ether	108-60-1	170	3284773	9.49	3290989 ug/kg	E
				N-Nitroso-di-n-propylamine	621-64-7	170	3284773	105.6	3290989 ug/kg	E
				Hexachloroethane	67-72-1	170	3284773	9.81	3290989 ug/kg	E
				Nitrobenzene	98-95-3	170	3284773	11.25	3290989 ug/kg	E
				Isophorone	78-59-1	170	3284773	8.6	3290989 ug/kg	E
				2-Nitrophenol	88-75-5	170	3284773	53.9	3290989 ug/kg	E
				2,4-Dimethylphenol	105-67-9	170	3284773	7.68	3290989 ug/kg	E
				bis(2-Chloroethoxy)methane	111-91-1	170	3284773	8.26	3290989 ug/kg	E
				2,4-Dichlorophenol	120-83-2	170	3284773	7.52	3290989 ug/kg	E
				1,2,4-Trichlorobenzene	120-82-1	170	3284773	9.63	3290989 ug/kg	E
				Naphthalene	91-20-3	35	3284773	11.63	3290989 ug/kg	E
				Hexachloro-1,3-butadiene	87-68-3	170	3284773	11.53	3290989 ug/kg	E
				4-Chloro-3-methylphenol	59-50-7	870	3284773	6.77	3290989 ug/kg	E
				Hexachlorocyclopentadiene	77-47-4	670	3284773	52.1	3290989 ug/kg	E
				2,4,6-Trichlorophenol	88-06-2	170	3284773	9.19	3290989 ug/kg	E
				2-Chloronaphthalene	91-58-7	170	3284773	8.02	3290989 ug/kg	E
				Dimethylphthalate	131-11-3	170	3284773	7.22	3290989 ug/kg	E
				Acenaphthylene	208-96-8	34	3284773	10.59	3290989 ug/kg	E
				2,6-Dinitrotoluene	608-20-2	170	3284773	8.19	3290989 ug/kg	E
				Acenaphthene	83-32-9	36	3284773	11.69	3290989 ug/kg	E
				2,4-Dinitrophenol	51-28-5	670	3284773	102.1	3290989 ug/kg	E
				4-Nitrophenol	100-02-7	218	3284773	72.53	3290989 ug/kg	E
				2,4-Dinitrotoluene	121-14-2	170	3284773	45.01	3290989 ug/kg	E
				Diethylphthalate	84-66-2	170	3284773	6.42	3290989 ug/kg	E
				4-Chlorophenylphenyl ether	7005-72-3	170	3284773	6.77	3290989 ug/kg	E
				Fluorene	86-73-7	37	3284773	12.09	3290989 ug/kg	E
				4,6-Dinitro-2-methylphenol	534-52-1	670	3284773	110	3290989 ug/kg	E
				N-Nitrosodiphenylamine	86-30-6	170	3284773	7.76	3290989 ug/kg	E
				4-Bromophenylphenyl ether	101-55-3	170	3284773	6.84	3290989 ug/kg	E
				Hexachlorobenzene	118-74-1	170	3284773	6.85	3290989 ug/kg	E
				Pentachlorophenol	87-86-5	670	3284773	86.85	3290989 ug/kg	E
				Phenanthrene	85-01-8	34	3284773	11.11	3290989 ug/kg	E

Profile List

PASI Ormond Beach Laboratory



Client CITHLL Profile Number 1506 Line Item ALL

Line Item	Rem. Code	Sample ID	Price	Substrate	CAS No.	PO	Sample ID	ML	Conc	Unit
1	8270 SMW	8270 SM	\$260.00	Anthracene	120-12-7	36	3284773	11.96	3290989 ug/kg	E
				Di-n-butylphthalate	84-74-2	170	3284773	25.49	3290989 ug/kg	E
				Fluoranthene	206-44-0	34	3284773	11.1	3290989 ug/kg	E
				Pyrene	129-00-0	34	3284773	10.68	3290989 ug/kg	E
				Butylbenzylphthalate	85-68-7	170	3284773	8.39	3290989 ug/kg	E
				Benzo(a)anthracene	56-55-3	34	3284773	9.68	3290989 ug/kg	E
				Chrysene	218-01-9	34	3284773	10.72	3290989 ug/kg	E
				bis(2-Ethylhexyl)phthalate	117-81-7	170	3284773	7.89	3290989 ug/kg	E
				Di-n-octylphthalate	117-84-0	170	3284773	41.14	3290989 ug/kg	E
				Benzo(b)fluoranthene	205-99-2	34	3284773	9.03	3290989 ug/kg	E
				Benzo(k)fluoranthene	207-08-9	34	3284773	9.05	3290989 ug/kg	E
				Benzo(a)pyrene	50-32-8	34	3284773	8.4	3290989 ug/kg	E
				Indeno(1,2,3-cd)pyrene	193-39-5	34	3284773	7.74	3290989 ug/kg	E
				Dibenz(a,h)anthracene	53-70-3	34	3284773	7.79	3290989 ug/kg	E
				Benzo(g,h,i)perylene	191-24-2	34	3284773	8.5	3290989 ug/kg	E
				N-Nitrosodimethylamine	62-75-9	170	3284773	11.35	3290989 ug/kg	E
				Benzidine	92-87-5	830	3284773	90.62	3290989 ug/kg	E
				1,2-Diphenylhydrazine	122-66-7	170	3284773	7.89	3290989 ug/kg	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							
2	6010 S	6010 S	\$105.00	Antimony	7440-36-0	0.75	3280434	0.375	3280433 mg/kg	E
				Arsenic	7440-38-2	0.5	3280434	0.25	3280433 mg/kg	E
				Beryllium	7440-41-7	0.05	3280434	0.025	3280433 mg/kg	E
				Cadmium	7440-43-9	0.05	3280434	0.025	3280433 mg/kg	E
				Chromium	7440-47-3	0.25	3280434	0.125	3280433 mg/kg	E
				Copper	7440-50-8	0.25	3280434	0.125	3280433 mg/kg	E
				Lead	7439-92-1	0.5	3280434	0.25	3280433 mg/kg	E
				Nickel	7440-02-0	0.25	3280434	0.125	3280433 mg/kg	E
				Selenium	7782-49-2	0.75	3280434	0.375	3280433 mg/kg	E
				Silver	7440-22-4	0.25	3280434	0.125	3280433 mg/kg	E
				Thallium	7440-28-0	0.75	3280434	0.375	3280433 mg/kg	E
				Zinc	7440-66-6	1	3280434	0.5	3280433 mg/kg	E
	7471 S	7471 S	\$40.00	Mercury	7439-97-6	0.008	3247449	0.004	3247448 mg/kg	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							
3	9012 SMIDI	9012 SMIDI	\$25.00	Cyanide	57-12-5	0.25	32	0.142	3267711 mg/kg	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							
4	9066 SD	9066 SD	\$25.00	Phenolics, Total Recoverable	84743-03-9	1.25	38	0.625	377 mg/kg	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							

Profile List

PASI Ormond Beach Laboratory



Client CITHLL

Profile Number 1506

Line Item ALL

Item	Sample	Sample Name	Sample Type	Sample Date	Sample Time	Sample Location	Sample Notes
------	--------	-------------	-------------	-------------	-------------	-----------------	--------------

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

Crypto/Giardia



Client CITHLL

Profile Number 1412

Line Item ALL

Item	Description	Unit	Price
------	-------------	------	-------

1	PMDISPO		\$0.01
	SUBOUT-OUT		\$750.00

*The MDLs listed are not instrument specific.

***Significant Figures:**

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

Reclaimed



Client CITHLL

Profile Number 1410

Line Item ALL

Line Item	Sample	Container	Price	Chemical	Code	Conc	Unit	Conc	Unit	Conc	Unit
1	504 W	8011 W	\$50.00	1,2-Dibromoethane (EDB)	106-93-4	0.01	196	0.0075	3266562 ug/L	E	
				1,2-Dibromo-3-chloropropane	96-12-8	0.02	196	0.0064	3266562 ug/L	E	
	508 W	508 W	\$100.00	Alachlor	15972-60-8	0.2	3284348	0.0628	3287611 ug/L	E	
				Chlordane (Technical)	57-74-9	0.2	3284348	0.047	3287611 ug/L	E	
				Endrin	72-20-8	0.01	3284348	0.004	3287611 ug/L	E	
				gamma-BHC (Lindane)	58-89-9	0.02	3284348	0.0036	3287611 ug/L	E	
				Heptachlor	76-44-8	0.04	3284348	0.0097	3287611 ug/L	E	
				Heptachlor epoxide	1024-57-3	0.02	3284348	0.007	3287611 ug/L	E	
				Hexachlorobenzene	118-74-1	0.1	3284348	0.0247	3287611 ug/L	E	
				Hexachlorocyclopentadiene	77-47-4	0.1	3284348	0.0188	3287611 ug/L	E	
				Methoxychlor	72-43-5	0.1	3284348	0.0584	3287611 ug/L	E	
				PCB-1016 (Aroclor 1016)	12674-11-2	0.1	3284348	0.08	3287611 ug/L	E	
				PCB-1221 (Aroclor 1221)	11104-28-2	0.1	3284348	0.029	3287611 ug/L	E	
				PCB-1232 (Aroclor 1232)	11141-16-5	0.1	3284348	0.029	3287611 ug/L	E	
				PCB-1242 (Aroclor 1242)	53469-21-9	0.1	3284348	0.051	3287611 ug/L	E	
				PCB-1248 (Aroclor 1248)	12672-29-6	0.1	3284348	0.062	3287611 ug/L	E	
				PCB-1254 (Aroclor 1254)	11097-69-1	0.1	3284348	0.023	3287611 ug/L	E	
				PCB-1260 (Aroclor 1260)	11098-82-5	0.1	3284348	0.066	3287611 ug/L	E	
				PCB, Total	1336-36-3	0.1	3284348	0.08	3287611 ug/L	E	
				Simazine	122-34-9	0.175	3284348	0.0475	3287611 ug/L	E	
				Toxaphene	8001-35-2	1	3284348	0.608	3287611 ug/L	E	
	5153 W	5153 W	\$150.00	2,4-D	94-75-7	0.1	275	0.081	3268557 ug/L	E	
				2,4,5-TP (Silvex)	93-72-1	0.2	275	0.16	3268557 ug/L	E	
				Dalapon	75-99-0	1	275	0.89	3268557 ug/L	E	
				Dinoseb	88-85-7	0.2	275	0.16	3268557 ug/L	E	
				Pentachlorophenol	87-86-5	0.04	275	0.03	3268557 ug/L	E	
				Picloram	1918-02-1	0.1	275	0.094	3268557 ug/L	E	
	625 W	525 W	\$150.00	Benzo(a)pyrene	50-32-8	0.1	3288382	0.013	3271922 ug/L	E	
				bis(2-Ethylhexyl)adipate	103-23-1	1.6	3288382	0.383	3271922 ug/L	E	
				bis(2-Ethylhexyl)phthalate	117-81-7	2	3288382	0.5	3271922 ug/L	E	
				Atrazine	1912-24-9	0.1	3288382	0.079	3271922 ug/L	E	
	531 W	531 W	\$75.00	Carbofuran	1563-66-2	2	27	0.2067	3285119 ug/L	E	
				Oxamyl	23135-22-0	2	27	0.1775	3285119 ug/L	E	
	547 W	547 W	\$75.00	Glyphosate		6	62	4.23	3257910 ug/L	E	
	548 W	548 W	\$150.00	Endothall		9	44	3.33	3286924 ug/L	E	
	549 W	549 W	\$50.00	Paraquat	1910-42-5	0.4	169	0.2974	3255382 ug/L	E	
				Diquat	85-00-7	0.4	169	0.3019	3255382 ug/L	E	
	PMDISPO		\$0.01								
2	5242 W	5242 W	\$100.00	Methylene Chloride	75-09-2	1	3292929	0.44	3270452 ug/L	E	
				Vinyl chloride	75-01-4	0.5	3292929	0.394	3270452 ug/L	E	
				Bromodichloromethane	75-27-4	1	3292929	0.25	3270452 ug/L	E	
				Chlorobenzene	108-90-7	0.5	3292929	0.25	3270452 ug/L	E	
				Chloroform	67-66-3	1	3292929	0.25	3270452 ug/L	E	
				1,1,1-Trichloroethane	71-55-6	0.5	3292929	0.25	3270452 ug/L	E	
				Carbon tetrachloride	56-23-5	0.5	3292929	0.25	3270452 ug/L	E	
				Benzene	71-43-2	0.5	3292929	0.25	3270452 ug/L	E	
				1,2-Dichlorobenzene	95-50-1	0.5	3292929	0.25	3270452 ug/L	E	

Profile List

PASI Ormond Beach Laboratory



Client CITHLL Profile Number 1410 Line Item ALL

Item	Sample	Amount	Unit Price	Description	Item	Quantity	Unit Price	Description	Item
2	5242 W	5242 W	\$100.00	1,4-Dichlorobenzene	106-46-7	0.5	3292929	0.25 3270452 ug/L	E
				1,2-Dichloroethane	107-06-2	0.5	3292929	0.25 3270452 ug/L	E
				1,2-Dichloropropane	78-87-5	0.5	3292929	0.25 3270452 ug/L	E
				Toluene	108-88-3	0.5	3292929	0.25 3270452 ug/L	E
				1,1,2-Trichloroethane	79-00-5	0.5	3292929	0.25 3270452 ug/L	E
				Dibromochloromethane	124-48-1	1	3292929	0.25 3270452 ug/L	E
				Ethylbenzene	100-41-4	0.5	3292929	0.25 3270452 ug/L	E
				Xylene (Total)	1330-20-7	1	3292929	0.25 3270452 ug/L	E
				Bromoform	75-25-2	1	3292929	0.32 3270452 ug/L	E
				Styrene	100-42-5	0.5	3292929	0.25 3270452 ug/L	E
				1,2,4-Trichlorobenzene	120-82-1	0.5	3292929	0.408 3270452 ug/L	E
				Trichloroethene	79-01-6	0.5	3292929	0.25 3270452 ug/L	E
				Tetrachloroethene	127-18-4	0.5	3292929	0.25 3270452 ug/L	E
				cis-1,2-Dichloroethene	156-59-2	0.5	3292929	0.25 3270452 ug/L	E
				trans-1,2-Dichloroethene	156-80-5	0.5	3292929	0.25 3270452 ug/L	E
				1,1-Dichloroethene	75-35-4	0.5	3292929	0.25 3270452 ug/L	E
				Total Trihalomethanes (Calc.)		1	3292929	0.32 3270452 ug/L	E
	PMDISPO		\$0.01						
3	1631 WTP	1631E W	\$120.00	Mercury	7439-97-8	0.5	3265921	0.2 3287628 ng/L	3
	2007 W	2007 W	\$60.00	Barium	7440-39-3	10	3286099	0.84 3285415 ug/L	E
				Cadmium	7440-43-9	1	3286099	0.33 3285415 ug/L	E
				Chromium	7440-47-3	5	3286099	1.7 3285415 ug/L	E
				Iron	7439-89-6	40	3286099	9.2 3285415 ug/L	E
				Manganese	7439-96-5	5	3286099	0.42 3285415 ug/L	E
				Nickel	7440-02-0	5	3286099	2.1 3285415 ug/L	E
				Sodium	7440-23-5	2000	3286099	272.7 3285415 ug/L	E
				Zinc	7440-66-6	20	3286099	11 3285415 ug/L	E
	2008 W	2008 W	\$50.00	Beryllium	7440-41-7	0.1	3288595	0.07 3290990 ug/L	E
				Aluminum	7429-90-5	10	3288595	6.16 3290990 ug/L	E
				Copper	7440-50-8	1	3288595	0.93 3290990 ug/L	E
				Arsenic	7440-38-2	1	3288595	0.5 3290990 ug/L	E
				Selenium	7782-49-2	1	3288595	0.5 3290990 ug/L	E
				Molybdenum	7439-98-7	1	3288595	0.5 3290990 ug/L	E
				Silver	7440-22-4	0.1	3288595	0.05 3290990 ug/L	E
				Antimony	7440-38-0	1	3288595	0.5 3290990 ug/L	E
				Thallium	7440-28-0	0.4	3288595	0.1086 3290990 ug/L	E
				Lead	7439-92-1	1	3288595	0.5 3290990 ug/L	E
	2540C W	2540C W	\$15.00	Total Dissolved Solids		5	94	5 93 mg/L	E
	3000 W28	3000 W28	\$22.00	Chloride	16887-00-6	5	3240592	2.5 3246824 mg/L	E
				Fluoride	16984-48-8	0.05	3240592	0.034 3246824 mg/L	E
				Sulfate	14808-79-8	5	3240592	2.5 3246824 mg/L	E
	3354 W	3354 W	\$25.00	Cyanide	57-12-5	0.01	271	0.005 3295611 mg/L	E
	3532 W	3532 W	\$44.00	Nitrogen, Nitrite	14797-85-0	0.05	3265605	0.025 3269856 mg/L	E
				Nitrogen, Nitrate	14797-55-8	0.05	3265605	0.025 3269856 mg/L	E
				Nitrogen, NO2 plus NO3		0.05	3265605	0.033 3269856 mg/L	E
	4500H+B	4500HB	\$10.00	pH at 25 Degrees C		0.1	163	0.1 162 Std. Units	E
	5540C W2	5540C W2	\$35.00	MBAS, Calculated as LAS		0.2	76	0.099 3264395 mg/L	E

Profile List

PASI Ormond Beach Laboratory



Client CITHLL

Profile Number 1410

Line Item ALL

Line Item	Sample	Client Unit	Price	Analysis	Unit	Notes
3	5540C W2	5540C W2	\$35.00	LAS Molecular Weight, g/mol		E
	PMDISPO		\$0.01			
4	PMDISPO		\$0.01			
	SI-38RAD		\$50.00			
	SI-38RAD02		\$90.00			
	SI-38RAD03		\$90.00			
5	PMDISPO		\$0.01			
	SI-35DXNH		\$400.00			

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

Bioassay



Client CITHLL

Profile Number 268

Line Item ALL



1	PMDISPO	\$0.01
	SUBOUT-OUT	\$2,500.00
2	PMDISPO	\$0.01
	SO-BIOASSY	\$1,500.00

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

Quarterly MWs



Client CITHLL

Profile Number 267

Line Item ALL

	DATE	TIME	PRICE	SAMPLE	ANALYST	LABORATORY	TESTS	RESULTS	STATUS
1	2540C W	2540C W	\$15.00	Total Dissolved Solids		5	94	5	93 mg/L E
	3000 W28	3000 W28	\$11.00	Chloride	16887-00-6	5	3240592	2.5	3246824 mg/L E
	3632 W	3532 W	\$11.00	Nitrogen, Nitrate	14797-55-8	0.05	3265605	0.025	3269856 mg/L E
	PMDISPO		\$0.01						

*The MDLs listed are not instrument specific.

***Significant Figures:**

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

503 Sludge



Client CITHLL

Profile Number 266

Line Item ALL

Line Item	Sample ID	Sample ID	Price	Parameter	Method	Result	Unit	Result	Unit	Remarks
1	2540GS	2540GS	\$0.01	Total Solids		0.001	3278103	0.001	3278093%	E
	6010 S	6010 S	\$80.00	Arsenic	7440-38-2	0.5	3280434	0.25	3280433 mg/kg	E
				Cadmium	7440-43-9	0.05	3280434	0.025	3280433 mg/kg	E
				Copper	7440-50-8	0.25	3280434	0.125	3280433 mg/kg	E
				Lead	7439-92-1	0.5	3280434	0.25	3280433 mg/kg	E
				Molybdenum	7439-98-7	0.5	3280434	0.25	3280433 mg/kg	E
				Nickel	7440-02-0	0.25	3280434	0.125	3280433 mg/kg	E
				Selenium	7782-49-2	0.75	3280434	0.375	3280433 mg/kg	E
				Zinc	7440-66-6	1	3280434	0.5	3280433 mg/kg	E
				Potassium	7440-09-7	0.01	3280434	0.005	3280433% (w/w)	E
	7471 S	7471 S	\$40.00	Mercury	7439-97-8	0.008	3247449	0.004	3247448 mg/kg	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							
2	2540GS	2540GS	\$0.01	Total Solids		0.001	3278103	0.001	3278093%	E
	3512 S	3512 S	\$0.01	Nitrogen, Kjeldahl, Total	7727-37-9	0.002	286	0.001	286% (w/w)	E
	3532 S2	3532 S2	\$0.01	Nitrogen, NO2 plus NO3		5e-005	113	2.5e-005	114% (w/w)	E
	3654 S	3654 S	\$20.00	Phosphorus, Total (as P)	7723-14-0	0.0004	287	0.0002	288% (w/w)	E
	9045 S	9045 SL	\$10.00	pH at 25 Degrees C		0.1	165	0.1	164 Std. Units	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							
	TOTAL SN2	TOTAL SN2	\$50.00	Total Nitrogen Soil		0.0005	357	0.00025	356% (w/w)	E
3	2540GS	2540GS	\$0.01	Total Solids		0.001	3278103	0.001	3278093%	E
	9221CES	9221CES	\$75.00	Fecal Coliforms, MPN		1.8	3267552	1.8	3267551 MPN/g	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							
4	8082 SMW	8082 S	\$80.00	PCB-1016 (Aroclor 1016)	12674-11-2	0.017	308	0.010294	3266564 mg/kg	E
				PCB-1221 (Aroclor 1221)	11104-28-2	0.017	308	0.008035	3266564 mg/kg	E
				PCB-1232 (Aroclor 1232)	11141-16-5	0.017	308	0.008468	3266564 mg/kg	E
				PCB-1242 (Aroclor 1242)	53469-21-9	0.017	308	0.009204	3266564 mg/kg	E
				PCB-1248 (Aroclor 1248)	12672-29-5	0.017	308	0.010789	3266564 mg/kg	E
				PCB-1254 (Aroclor 1254)	11097-69-1	0.017	308	0.00684	3266564 mg/kg	E
				PCB-1280 (Aroclor 1280)	11096-82-5	0.017	308	0.01035	3266564 mg/kg	E
	DRY WEIGHT	DRY WEIGHT	\$0.01	Percent Moisture		0.1			%	E
	PMDISPO		\$0.01							

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

Monthly Metals : CN



Client CITHLL

Profile Number 264

Line Item ALL

Line Item	Sample ID	Sample Date	Price	Element	Method	Concentration	Units	Result	Units
1	2007 W	2007 W	\$15.00	Zinc	7440-66-8	20	3286099	11	3285415 ug/L
	2008 W	2008 W	\$45.00	Beryllium	7440-41-7	0.1	3288595	0.07	3290990 ug/L
				Copper	7440-50-8	1	3288595	0.93	3290990 ug/L
				Thallium	7440-28-0	0.4	3288595	0.1066	3290990 ug/L
	PMDISPO		\$0.01						
2	3354 W	3354 W	\$25.00	Cyanide	57-12-5	0.01	271	0.005	3295611 mg/L
	PMDISPO		\$0.01						
3	1631 WTP	1631E W	\$120.00	Mercury	7439-97-6	0.5	3265921	0.2	3287626 ng/L
	2008 W	2008 W	\$30.00	Silver	7440-22-4	0.1	3288595	0.05	3290990 ug/L
				Thallium	7440-28-0	0.4	3288595	0.1066	3290990 ug/L
	PMDISPO		\$0.01						
4	2008 W	2008 W	\$30.00	Nickel	7440-02-0	1	3288595	0.62	3290990 ug/L
				Zinc	7440-66-8	5	3288595	4.29	3290990 ug/L
	2451 W	7470 W	\$20.00	Mercury	7439-97-6	0.2	50	0.1	1903082 ug/L
	PMDISPO		\$0.01						
5	2008 W	2008 W	\$15.00	Zinc	7440-66-8	5	3288595	4.29	3290990 ug/L
	PMDISPO		\$0.01						

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.

Profile List

PASI Ormond Beach Laboratory

Weekly TPN



Client CITHLL

Profile Number 55

Line Item ALL

Line Item	Sample Name	Sample ID	Price	Parameter	Method	Units	Value	MDL	Result	Unit
1	3512 W	3512 W	\$30.00	Nitrogen, Kjeldahl, Total	7727-37-9	0.5	235	0.086	1715631 mg/L	E
	3532 WN	3532 WN	\$15.00	Nitrogen, NO2 plus NO3		0.05	3268467	0.025	3268466 mg/L	E
	3654 TW	3654 TW	\$20.00	Phosphorus, Total (as P)	7723-14-0	0.1	48	0.05	47 mg/L	E
	PMDISPO		\$0.01							

*The MDLs listed are not instrument specific.

*Significant Figures:

Numeric Value - The actual number of significant figures

E (EPA) - Numbers less than 10 have 2 significant figures and numbers greater than or equal to 10 have 3 significant figures

M (Metals) - Numbers less than 100 have 2 significant figures and numbers greater than or equal to 100 have 3 significant figures

O (Organics) - Numbers less than 1 have 1 significant figure, numbers less than 100 but not less than 1 have 2 significant figures, and numbers greater than or equal to 100 have 3 significant figures.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

9.8

City Commission
Resolution

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Annual Purchase Order with Allied Universal Corporation Under the Price Schedule Set Forth Herein; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-80
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department uses various chemicals for the treatment of water and wastewater. Last year we issued an RFP for the purchase of Liquid Chlorine and Liquid Sulphur Dioxide (1 ton Cylinders for each chemical). The city only received bids from one supplier. **This supplier is the only one serving our area for the chemicals the city uses in the water and waste water treatment.**

There are only three companies in Florida capable of providing liquid chlorine and liquid Sulphur dioxide in the 1-ton cylinders the City utilizes, Brenntag Mid-South, Inc., JCI Jones Chemicals, and Allied Universal Corporation. Brenntag declined to provide pricing as they do not deliver enough chemicals to our area to support a truckload, and JCI does not have the necessary equipment to deliver the 1-ton cylinders to our site. Allied Universal Corporation is the only supplier and we are requesting that the commission to waive the procurement process for these chemicals.

- (a) Liquid Chlorine (1 ton cylinders):
\$538.00 for Chlorine ton
Minimum delivery required: 4 cylinders
for an annual total of \$28,514
- (b) Liquid Sulphur Dioxide (1 ton cylinders):
\$813.00 for Sulfur Dioxide ton
Minimum delivery required: 2 cylinders
for an annual total of \$16,260

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget

covering both the water and wastewater divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the different treatment processes. Funds are budgeted through the respective operating supplies accounts for both water and wastewater. This award is requested in accordance with Section of the City of Holly Hill Purchasing Policy, Chapter 8 - Waivers of Bid for an annual approved amount of \$28,514 for liquid Chlorine and \$16,260 for Sulphur Dioxide, which provides a grand total of \$44,774 in FY 19/20.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the City Manager to waive the procurement process and approve an as needed purchase order with Allied Universal Corporation for the purchase of liquid chlorine and liquid sulfur dioxide under the price provided by the supplier.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION

APPROVE AUTHORIZING THE CITY MANAGER TO APPROVE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN AND WAIVE THE PROCUREMENT PROCESS.

ATTACHMENTS:

- FY19-20 Allied Universal Prices (PDF)
- Chemical prices for chlorine gas-Holly-Hill (PDF)

Resolution No. 2019-80**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO WAIVE THE PROCUREMENT PROCESS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ANNUAL PURCHASE ORDER WITH ALLIED UNIVERSAL CORPORATION UNDER THE PRICE SCHEDULE SET FORTH HEREIN; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and waste water treatment; and

WHEREAS, the City desires to retain Allied Universal Corporation to procure goods as listed herein and subsequently specifically set out in Purchase Orders to be issued under this Agreement, and upon the terms and conditions hereinafter set forth; and

WHEREAS, Allied Universal Corporation is competent and qualified to provide the desired goods to the City at the prices established according to the terms and conditions stated herein; and

WHEREAS, Allied Universal Corporation is desirous of performing and providing such goods upon said terms and conditions; and

WHEREAS, the goods are necessary to support the activities and programs of the City; and

WHEREAS, this award is requested in accordance with Section of the City of Holly Hill Purchasing Policy, Chapter 8 - Waivers of Bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements for the purchase of the Fiscal Year 2019-20 supply of liquid chlorine and liquid Sulphur Dioxide for an annual fiscal year total of \$44,774 for the Public Works Department to Allied Universal

Corporation and authorizes the City Manager to execute any necessary purchase orders.

SECTION 2. PRICE SCHEDULE: Fiscal year 2019-20 price shall be:

- (a) Liquid Chlorine (1 ton cylinders):
\$538.00.00 for Chlorine ton
Minimum delivery required: 4 cylinders
for an annual total of \$28,514
- (b) Liquid Sulphur Dioxide (1 ton cylinders):
\$813.00 for Sulfur Dioxide ton
Minimum delivery required: 2 cylinders
for an annual total of \$16,260

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.

386-248-9463 (office)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

 2019-R-01.pdf
142K

John Dally <jdally@hollyhillfl.org>
To: Jorge Henriquez <jorgeh@allieduniversal.com>

Wed, Sep 11, 2019 at 1:10 PM

Jorge, I haven't received your response. Can you please respond by the end of business today please. John

[Quoted text hidden]

Jorge Henriquez <jorgeh@allieduniversal.com>
To: John Dally <jdally@hollyhillfl.org>, wsmysen@hollyhillfl.org

Wed, Sep 11, 2019 at 2:06 PM

Hello John:
I sent this email a few weeks ago
Due to market high increases on CL and SO2, prices are as mentioned in previous email.

Hello Walt:

I hope all is well. I would like to reach out to you and management with New prices for Chemicals taken in consideration current, and further market conditions are as follows:

Chlorine Gas Ton: \$538/Ton
Sulfur Dioxide Ton: \$813.00
Prices are good from: 10/1/19 to 9/30/19

Please let us know if you have any questions or concerns and how to proceed. Thank you,

Best regards,

Jorge O. Henriquez
Allied Universal Corporation
Area Sales Representative
Mobile: 305-721-6637
Fax: 321-285-8322
www.allieduniversal.com
[Quoted text hidden]

[Quoted text hidden]

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

[Quoted text hidden]

Compose

Delete forever

Waverly Benches 1

Less

Important

Chats

Scheduled

All Mail

Spam 18

Trash

Categories

Manage labels

Create new label

Antoine +

Okalea Circelli
Ok, Glad it worked for you.

Joe Forte
You: The last email I have from you w:

John McKinney
You: Sounds like a plan

Sheliza Bhola
9430

Fwd: Chemical prices for chlorine gas and sul



John Dally

to me

----- Forwarded message -----

From: **Jorge Henriquez** <jorgeh@allieduniversal.com>

Date: Fri, Nov 1, 2019 at 3:32 PM

Subject: Chemical prices for chlorine gas and sulfur dioxide

To: Walt Smyser <wsmyser@hollyhillfl.org>, John Dally <jdally@hollyhillfl.org>

Walt and John:

After management meetings at my headquarters regarding market increases 1

Chlorine Gas Ton: \$538/Ton

Sulfur Dioxide Ton: \$813.00

Prices are good from: 10/1/19 to 9/30/20

Best regards,

Jorge O. Henriquez

Allied Universal Corporation

Area Sales Representative

Mobile: [305-721-6637](tel:305-721-6637)

Fax: [321-285-8322](tel:321-285-8322)

www.allieduniversal.com

=====

NOTICE: This communication, including all attachments, may contain legally illegitimate dissemination, distribution, copying, disclosure or other use of this information or trade secrets.

=====

Attachment: Chemical prices for chlorine gas-Holly-Hill (2019-R-80 : Waiving Purchasing Requirements for Purchases of Liquid Chlorine and



City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

Meeting: 11/12/19 07:00 PM
Department: Police
Category: Consent Agenda
Prepared By: Steve Aldrich
Initiator: Steve Aldrich
Sponsors:

SCHEDULED

CONSENT AGENDA (ID # 2736)

DOC ID: 2736

Memorandum of Understanding Holly Hill Police Department and the Panama City Police Department For the Use of Traffic and Criminal Software TraCS Software Program

DISCUSSION:

The Holly Hill Police Department currently uses LexisNexis as the software provider for Crash reports and citation issuance. The usage of LexisNexis was a free added-on service that was provided to the city when they partnered with the Volusia County Sheriff’s Office’s Records Management System (RMS).

Members of the Holly Hill Police Department’s Traffic Unit and Training Unit have recently reviewed and recommended switching to a new software solution provided by Traffic and Criminal Software (TraSC). The new software would easily integrate with the current RMS and the ELVIS information database to better serve our citizens that have been involved in a traffic crash. The system will also allow our Records Department the ability to provide specifically requested reports, that are required by new state statues, when reporting information on certain types of citations that are issued.

TraCS is sponsored/housed by FSU at the College of Engineering. The TraCS team is employed by FSU, and where the TraCS software is based out of. The DOT can not give NTSA money to itself, so it needs an entity to have the software be operated from. All of the physical servers are housed at the Panama City PD therefore, the MOU is with that agency.

FISCAL **ANALYSIS:**

There is no cost to utilize the TraCS system.

STAFF **RECOMMENDATION:**

Approve the MOU and allow the Holly Hill Police Department to enery into an MOU with the Panama City Police Department for the use of the Traffic and Criminal Software (TraCS) for the utilization of their crash reporting and citation issuing software.

GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

Motion to approve the MOU and allow the Holly Hill Police Department to enery into an MOU with the Panama City Police Department for the use of the Traffic and Criminal Software (TraCS) for the utilization of their crash reporting and citation issuing software.

MEMORANDUM OF UNDERSTANDING

Traffic and Criminal Software (TraCS)

WITNESSETH

WHEREAS, The Panama City Police Department, hereafter referred to as PCPD, and the Holly Hill Police Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, PCPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both PCPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, PCPD presently has the benefit of contracting with TraCS Florida, a private vendor, operated and maintained by FSU, which provides access to TraCS, and;

WHEREAS, the CA wishes to utilize the PCPD FSU TraCS Systems for law enforcement purposes, and;

WHEREAS, PCPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW WHEREFORE, the parties agree as follows,

1. FSU will provide the PCPD with a current and complete list of all personnel who require unescorted physical or local access to CJI.
2. PCPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.
3. PCPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or local access to CJI prior to being granted access. PCPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. PCPD will retain

the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.

4. PCPD will maintain a current and complete list of all personnel who have been authorized to access CJI. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.
5. PCPD shall provide to the CA the list of all personnel who are authorized access to CJI inside TraCS.
6. PCPD shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and UA.
7. When any change occurs to the list of authorized personnel, the PCPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.
8. PCPD will notify the CA in the event that an individual, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.
9. To properly assess any potentially disqualifying information as it becomes available, every year, PCPD shall perform a name-based check via the FCIC message switch, to include, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized access to CJI in TraCS.
10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in TraCS, the PCPD shall immediately notify the CA via formal correspondence of the individual's activity.
11. PCPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in TraCS.
12. The CA shall be entitled to use, through agents and employees of the PCPD, the TraCS interface located at the PCPD for the purpose of gaining access to information Systems for law enforcement purposes.
13. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, with regards to the use of any device accessing CJI and/or TraCS under the terms of this agreement.
14. The CA agrees to abide by all terms and conditions of the most recent UA executed into between FDLE and the CA.
15. The CA agrees that it shall make use of the TraCS access in compliance with the CSP.
16. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.

17. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting TraCS access to agency owned devices and forbidding access and use of TraCS on personally owned or public devices.
18. The CA grants PCPD permission to retain and host all records created inside TraCS by the CA in accordance with the CSP and FDLE UA.
19. The CA acknowledges that backups for all hosted records created inside TraCS by the CA are stored at the designated backup site of Clermont Police Department.
20. The CA grants PCPD and aforementioned personnel provided in section 1 permission to view and create records in FSU TraCS on behalf of the CA solely for the purposes of training or troubleshooting.
21. The CA agrees that neither PCPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. PCPD agrees to forward all public records requests it receives for records created and/or owned as described in section 19 by the CA to the CA.
22. The CA retains ownership of all records created inside TraCS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to fulfill any and all public records requests regarding those records.
23. PCPD agrees that the current Terminal Agency Coordinator (TAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by PCPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.
24. PCPD shall have formal written guidelines defining the processes associated with implementation of this Agreement.
25. PCPD will forward a copy of this Agreement of the FDLE CSO.
26. The term of this agreement shall commence on the date the Agreement is signed by both parties.
27. Either part may terminate this Agreement upon thirty (30) days written notice or immediately by PCPD without notice upon finding that the CA has violated terms of this Agreement, or immediately by the CA without notice upon finding that PCPD has violated the terms of this Agreement.
28. This agreement constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties, and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

29. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between PCPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

Panama City Police Department

Agency Name (PCPD)

Authorized Signatory (PCPD)

Scott Ervin #1999

Chief of Police

Printed Name / ID #

Title

Witness (PCPD)

Printed Name / ID #

Title

Holly Hill Police Department

Agency Name (CA)

Authorized Signatory (CA)

Stephen K. Aldrich

Chief of Police

Printed Name / ID #

Title

Witness Signature (CA)

Jeff Miller

Deputy Chief

Printed Name / ID #

Title

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 2735)

9.10

Meeting: 11/12/19 07:00 PM

Department: Finance

Category: Consent Agenda

Prepared By: Stella Gurnee

Initiator: Stella Gurnee

Sponsors:

DOC ID: 2735

Disposal of Fixed Assets

DISCUSSION:

The attached list of fixed assets have been identified as being surplus property available for disposition due to obsolescence or replacement.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, Finance has classified the attached list of property/equipment as surplus.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

That the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

Authorize the City Manager to dispose of the attached list of surplus equipment.





City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 2738)

9.11

Meeting: 11/12/19 07:00 PM

Department: Public Works

Category: Consent Agenda

Prepared By: Antoine Khoury

Initiator: Antoine Khoury

Sponsors: Supervisor Antoine Khoury

DOC ID: 2738 A

Support Letter for the Conversion of Span Wire Signals to Mast Arms Signals at Four Intersection Along Ridgewood Avenue

DISCUSSION:

The City of Holly Hill has requested that the signals at 6th, 8th, Walker and Flomich Streets intersections to be changed from Span Wire to Mast Arms. This letter and Resolution will confirm the city's support for this project to continue moving forward.

FISCAL ANALYSIS:

This letter of support has no financial impacts to the city.

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve staff's recommendation for the continued support of FDOT Signal Conversion of 6th, 8th, Walker and Flomich Streets from Span Wire to Mast Arm and authorize the Mayor to sign the attached letter.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

Approve the city's continued support for the Signal conversion of 5th, 8th, Walker and Flomich Streets from Span Wire to Mast Arm.



CITY OF HOLLY HILL
 1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

**Building,
 Zoning,
 Licensing &
 Inspections**
 386-248-9442
 Fax 386-248-9498

**City
 Clerk**
 386-248-9441
 Fax 386-248-9448

**City
 Manager**
 386-248-9425
 Fax 386-248-9448

**Economic
 Development**
 386-248-9424
 Fax 386-248-9448

Finance
 386-248-9427
 Fax 386-248-9448

**Human
 Resources**
 386-248-9440
 Fax 386-248-9448

**Information
 Technology**
 386-248-9449
 Fax 386-248-9448

**Public
 Works**
 386-248-9463
 Fax 386-248-9499

Recreation
 386-248-9460
 Fax 386-248-9446

**Utility
 Billing**
 386-248-9432
 Fax 386-248-9448

Nov 12th, 2019

**Mr. Daniel Simpson, Consultant Project Manager
 Florida Department of Transportation, District Five
 719 South Woodland Boulevard
 DeLand, Florida 32720**

**RE: City Support of Project
 438982-1– US 1 Signals in Holly Hill**

Dear Mr. Simpson,

The City of Holly Hill is aware of, and has been involved in the review of, the engineering plans for the mast-arm signal replacement project along U.S. 1 at the 6th, 8th, Walker, and Flomich Street intersections. This project was initiated out of a request/project application from the City to enhance the aesthetics, safety, operations, and maintenance of the U.S. 1 corridor, particularly at these four intersections. This project is consistent with the goals of the City's adopted redevelopment plan, as well as the City's Comprehensive Plan. Further, the City has been actively moving forward with a significant enhancement project along the U.S. 1 corridor which involves relocating overhead utilities within the corridor to underground services. This project is a continuation of these corridor enhancement efforts.

The purpose of this letter is to reiterate to the Department the City's full support of this important project. Thank you for your support at the district and state level in implementing this project.

Sincerely,

**Chris Via, Mayor
 City of Holly Hill, Florida**



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 12, 2019
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Expend an Additional \$33,000 for the Completion of the Sunrise Park South Improvements Project; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-81
APPLICANT:
PLANNER:

DISCUSSION:

Further concealed site conditions and impacts from Hurricane Dorian have made it necessary additional expenditures to the project at Sunrise Park South. Specifically, 331.5 cubic yards of unsuitable soil and rubble was removed from the drainage area costing the City an additional \$15,969.88. Following Hurricane Dorian, the grounds became saturated with the cresting river, necessitating (2) weeks of de-watering of the grounds so that work could continue and soil base compacted. These additional costs were paid for under the authority of additional funds granted by the City Commission on August 13, 2019.

Since that time, an additional 60 cubic yards of rubble was removed from the parking lot area at a cost of \$2,833.80. Saturday work has been required of SE Cline due to an impending grant expiration, with a cost of \$2,771 per day labor and \$2,055 per day for equipment. Some minor modifications to the sidewalk plan has been suggested at a cost of \$1,078.70. Finally, an unknown electrical line was hit on site requiring emergency work to restore with a cost of \$2,618.25. This was completed as an emergency repair so that work could continue on site.

It is anticipated by City staff, the engineer of record and SE Cline that these should represent the final change orders requested to the project. The project is currently 95% complete, and no further digging will be required. In order to ensure that all costs are accounted for, staff recommends the addition of a contingency reserve of \$5,000 be added to close out the project.

Change Order #9 from SE Cline is attached as Exhibit 'A' and Change Order #10 from SE Cline is attached as Exhibit 'B'. A final change order for sidewalk modifications are currently under discussions and has not been received.

Also attached is a snapshot of total construction costs under Exhibit 'C', and a timeline showing events affecting project completion and costs is included under Exhibit 'D'.

The total additional expenditures for this project including contingency is \$32,198.77. A cost not to exceed \$33,000 is being requested.

FISCAL ANALYSIS:

Budgeting for this project has been established at \$1,140,440 in fiscal year 2018/2019 with the City Commission approving an additional \$60,000 on August 13, 2019 from reserve funds. Staff is requesting an additional \$33,000.00 for project closeout. The total cost of construction has increased to \$1,179,145.59 due to unforeseen conditions and impacts from Hurricane Dorian. Additional expenditures for the construction phase of this project included \$57,181 in grants management and \$36,700 for construction management and inspections. The total cost of the construction phase of this project is \$1,278,526.59 with \$906,207.00 reimbursable through (3) discrete grants. The total City cost will be \$372,319.59 plus a contingency of \$5,000.

The total amount requested of \$377,320 can be funded as follows:

Original City portion funding \$234,233.

FY2019 re-roofing projects and the Sunrise Fitness Park with a combined savings of \$43,210.

Previously authorized 301 Reserve funds \$60,000.

Additional request for 301 Reserve fund authorization \$39,877.

The additional use of reserve funds will be included on the FY2019 carryover budget resolution planned for the November 26th Commission meeting.

STAFF RECOMMENDATION:

Authorize the City Manager approve Change Orders #9 and #10 with SE Cline and proactively approve future anticipated expenditures for Change Order #11 and a contingency of \$5,000.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

MOTION:

AUTHORIZE THE CITY MANAGER APPROVE CHANGE ORDERS #9 AND #10

WITH SE CLINE AND PROACTIVELY APPROVE FUTURE ANTICIPATED EXPENDITURES FOR CHANGE ORDER #11 AND A CONTINGENCY OF \$5,000.

ATTACHMENTS:

- Exhibit 'A' - Holly Hill Sunrise CO Proposal #9 (PDF)
- Exhibit 'B' - Holly Hill Sunrise CO Proposal #10 (PDF)
- Exhibit 'C' - Sunrise Park South Improvements Snapshot (PDF)
- Exhibit 'D' - Sunrise Park South Improvements Timeline (PDF)

Resolution No. 2019-81**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND AN ADDITIONAL \$33,000 FOR THE COMPLETION OF THE SUNRISE PARK SOUTH IMPROVEMENTS PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXPEND AN ADDITIONAL \$33,000 FOR THE COMPLETION OF THE SUNRISE PARK SOUTH IMPROVEMENTS PROJECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, budgeting for this project included a purchase order to SE Cline for construction in the amount of \$1,094,325; and

WHEREAS, the City Commission approved an additional \$60,000 for this project on August 13, 2019; and

WHEREAS, additional unforeseen conditions have arisen including electrical modifications, the removal of 60 cubic yards of rubble and the modification of a sidewalk plan which exceed prior authorization; and

WHEREAS, Hurricane Dorian saturated grounds causing additional time and expense to the project; and

WHEREAS, the project is 95% complete but requires additional expenditures to complete.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to approve to expend an additional amount not to exceed \$33,000 to complete the Sunrise Park South Improvement Project.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019.



CHANGE ORDER PROPOSAL

DATE: 14-Oct-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 9
 JOB#: 984
 Sub-Code: 940

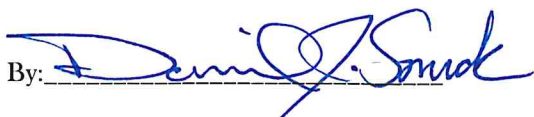
Revision to the original proposal and Scope of Work:		<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
Unknown Site Debris Removal thru 10/14/2019 and Electrical Revisions				
1	Electrical Revision Due To Variance In Existing Conduit Location.	1 LS	\$2,400.00	\$ 2,400.00
Sub Total				\$ 2,400.00
Additional Bond 2%				\$ 48.00
				\$ 2,448.00

1. Total price under the original Construction Agreement:	\$ 1,094,325.00
2. Previous Approved Change Orders Proposals: #2, #3, #4, #5, #7, #8	\$ 63,338.00
3. Pending Change Order Proposals #:	\$ -
4. This Change Order Proposal:	\$ 2,448.00
5. Total price under the new Construction Agreement:	\$ 1,160,111.00

Total contract days allowed under the original construction agreement:	210 Days
1. Previous contract days requested & approved to date:	2 Days
2. This change order request for additional contract days:	0 Days
3. Total contract days under the new Construction Agreement:	212 Days

S.E. Cline Construction, Inc.

City of Holly Hill, Florida

By: 

By: _____

Attachment: Exhibit 'A' - Holly Hill Sunrise CO Proposal #9 (2019-R-81 : Sunrise Park South Improvements Expenditures)



CHANGE ORDER PROPOSAL

DATE: 16-Oct-2019
 PROJECT: Sunrise Park Boat Ramp Improvements
 City of Holly Hill P.O. No. 190062
 ITB No. 19-BG-06
 OWNER: City of Holly Hill, Florida

CHANGE ORDER PROPOSAL #: 10
 JOB#: 984
 Sub-Code:

Revision to the original proposal and Scope of Work:

	<u>QTY.</u>	<u>UNIT</u>	<u>Extended Price</u>
1 Cubic Yards of Unsuitable Soil Removal & Replace 0' - 5'	60	\$47.23	\$ 2,833.8
2 Silt Fence Repairs	100 LF	\$1.00	\$ 100.0
3 Saturday Labor Rate	3 Day	\$2,771 /day	\$8,313.0
4 Standard Daily Equipment Rate (Same as M-F)	3 Day	\$2,055/day	\$6,165.0
5 Electrical Revision Balance not picked up on COP#9	1 LS	\$ 170.25	\$ 170.2
		Sub Total	\$ 17,582.0
		Additional Bond 2%	\$ 351.6
			\$ 17,933.6

1. Total price under the original Construction Agreement:	\$ 1,094,325.0
2. Previous Approved Change Orders Proposals: #2, #3, #4, #5, #7, #8, #9	\$ 65,786.0
3. Pending Change Order Proposals #:	\$ -
4. This Change Order Proposal:	\$ 17,933.6
5. Total price under the new Construction Agreement:	\$ 1,178,045.6

Total contract days allowed under the original construction agreement:

1. Previous contract days requested & approved to date:	210 Days
2. This change order request for additional contract days: Rain Days 10/7, 10/8, 10/9	2 Days
3. Total contract days under the new Construction Agreement:	3 Days
	215 Days

S.E. Cline Construction, Inc.

City of Holly Hill, Florida

By: Daniel Smick

By: _____

Attachment: Exhibit 'B' - Holly Hill Sunrise CO Proposal #10 (2019-R-81 : Sunrise Park South Improvements Expenditures)

Exhibit C - Sunrise Park South Improvements Project

Original Budgeting		
Project Estimate	\$ 1,140,440.00	
2016 FIND Grant	\$ 341,110.00	
2016 ECHO Grant	\$ 327,690.00	
2018 FIND Grant	\$ 237,407.00	
City Responsibility	\$ 234,233.00	
Original Contracts	\$ 1,188,206.00	
SE Cline	\$ 1,094,325.00	Construction
Dredging & Marine Consultants	\$ 36,700.00	Construction Management and Inspections
Planning Solutions 2016 FIND	\$ 17,056.00	Grant Management
Planning Solutions 2016 ECHO	\$ 16,385.00	Grant Management
Planning Solutions 2018 FIND	\$ 23,740.00	Grant Management

Construction Change Orders		
Original Contract Amount	\$ 1,094,325.00	
Change Order #1	\$ -	Removal of pier went to PSP
Change Order #2	\$ 946.56	Survey of unknown drainage pipe
Change Order #3	\$ 24,050.58	Incorporation of unknown drainage pipe into plan
Change Order #4	\$ 10,136.76	Boat Ramp Rubble
Change Order #5	\$ 5,652.84	(2) Saturdays Rubble Removal
Change Order #6	\$ -	Costs for weekend work determined
Change Order #7	\$ 15,969.88	Drainage Pipe Rubble
Change Order #8	\$ 6,582.00	Dorian Prep and Recovery
Change Order #9	\$ 2,448.00	Electric Modifications - requested 10/16/2019
Change Order #10	\$ 17,933.69	Saturday Labor, Rubble Removal, Electric Balance
Change Order #11	\$ 1,100.28	Anticipated - Sidewalk modifications. CO not rec'd
	\$ 1,179,145.59	

Additional Expenses		
Funding Plaque, Directional Signs	\$ 5,500.00	Estimate

Total Project Expenditures (Estimated)

SE Cline Construction	\$ 1,179,145.59
Dredging & Marine Consultants	\$ 36,700.00
Planning Solutions	\$ 57,181.00
Signage	\$ 5,500.00
Total	\$ 1,278,526.59

Total Project Revenues (Anticipated)

2016 FIND Grant	\$ 341,110.00
2016 ECHO Grant	\$ 327,690.00
2018 FIND Grant	\$ 237,407.00
Total	\$ 906,207.00

Total City Responsibility (Estimated)

\$ 372,319.59

Exhibit D - Sunrise Park South Improvements Timeline

- ***April 30, 2015: Construction Estimate of \$611,600***
- ***2016-2017 FIND WAP funding awarded in the amount of \$341,110***
- ***July 7, 2016: ECHO grant awarded in the amount of \$327,690***
- ***October 7-8, 2016: Hurricane Matthew strikes Florida***
- ***May 2017: Bids received for construction with low bid at \$960,549.70***
- ***September 9, 2018: Hurricane Irma Strikes Florida***
- ***November 13, 2018: Additional FIND grant awarded in the amount of \$237,407***
- ***2018: Bid received for construction with low bid at \$1,094,325***
- ***April 1, 2019: Notice to Proceed Issued to Contractor***
- ***July 2019: Unknown drainage pipe discovered during excavation. Incorporated into plan***
- ***July 2019: 100 cubic yards of unsuitable rubble excavated from boat ramp area***
- ***August 2019: Hurricane Dorian causes work stoppage to secure items***
- ***August 2019: Storm Surge from Hurricane Dorian causes additional work stoppage to desaturate grounds***
- ***September 2019: 331.5 cubic yards of unsuitable rubble excavated from drainage area***
- ***September 2019: Unknown live electric line hit during excavation. Incorporated into plan***
- ***September 2019: Hurricane Humberto storm surge stops work on site***
- ***September 2019: (3) additional weather days needed due to torrential rains***

Project is at 93.4% complete. Remaining as of this date is electrical modifications, parking lot, completion of pavilions, sodding and sidewalks.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: November 12, 2019
FROM: Steve Aldrich
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for the Holly Hill Police Officers Pension Trust Fund Board of Trustees to Possess Investment Authority in Conformance with the Standards Set Forth in Chapter 185.06 of the Florida Statutes; Providing for a Repealer, Providing for a Savings Clause, Providing for Codification, Providing for Severability, Providing for an Effective Date.**
NUMBER: 2019-O-3023
APPLICANT:
PLANNER:

DISCUSSION:

In an effort to reduce the operating cost of the Police and Fire Pension Plans, many of the services provided to both plans were combined last year to recognize an overall cost savings. As a result, combining the plans' services, the Pension Attorney in concert with the Investment Manager determined that the ordinance regulating the Investment Policy for the Police Department's specific Pension Plan needed to be updated to mirror the Investment Plan utilized by the Holly Hill Fire Department's Pension Plan.

This mirroring of the Investment Policies will allow the Investment Manager the ability to better capture additional funds in positive market trends all while better protecting the Plan's assets in a down market.

FISCAL ANALYSIS:

A Financial Impact study is currently being conducted by the Plan's Actuary.

STAFF RECOMMENDATION:

Approval of the proposed Police Pension Ordinance change regarding the investment policy for all funds within the Plan.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE COE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

ATTACHMENTS:

- Holly Hill Police, Letter of No Actuarial Impact - Sept. 30, 2019 (PDF)

HISTORY:

10/22/19

Next: 11/12/19

City Commission

APPROVED AT 1ST READING

Ordinance No. 2019-3023

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR THE HOLLY HILL POLICE OFFICERS PENSION TRUST FUND BOARD OF TRUSTEES TO POSSESS INVESTMENT AUTHORITY IN CONFORMANCE WITH THE STANDARDS SET FORTH IN CHAPTER 185.06 OF THE FLORIDA STATUTES; PROVIDING FOR A REPEALER, PROVIDING FOR A SAVINGS CLAUSE, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Holly Hill Police Officers Pension Trust Fund has a fiduciary duty to prudently invest Fund assets; and

WHEREAS, the Board of Trustees employs a consultant to advise on investment policy, including proper asset allocation; and

WHEREAS, the Board of Trustees' goal for return on investments of the Police Officers Pension Trust Fund is to obtain at least a 7.4% investment return each year; and

WHEREAS, the Board of Trustees' investment consultant has recommended that ability to reach or exceed that goal would be enhanced by adopting the investment standards set forth under Chapter 185.06 of the Florida Statutes, without variance; and

WHEREAS, an Ordinance amendment is necessary in order to follow the advice of the Fund's investment consultant; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein; now, therefore.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That Section 42-31(2) of the Code of Ordinances of the City of Holly Hill, Florida is hereby amended as follows:

Sec. 42-31. Pension Benefits.

* * *

(2) The board of trustees may invest and reinvest the assets of the Police Officers' Retirement Trust Fund, City of Holly Hill, in accordance with the provisions of F.S. § 185.06. All monies paid into or held in the fund shall be invested and reinvested by the board and the investment of all or any part of such funds shall be limited to: , which are hereby varied only in the following respects:

a. ~~The aggregate of the trust fund's investment in equities (common stocks or equivalents) at market shall not exceed 67.5 percent of the fund's assets, with a target range of 62.5 to 67.5 percent;~~

b. ~~The aggregate of the trust fund's investments in negotiable fixed income securities, including securities issued by the United States government, agencies of the United States government, or bonds, or preferred stocks issued by domestic corporations having an initial rating of A or higher, at~~

~~market, shall be at least 32.5 percent of the fund's assets, with a target range of 32.5 to 37.5 percent;~~

~~c. Short-term money market funds or instruments may be included within the above categories of investments, provided that if commercial paper is used, it must be rated at least A-2 or P-2;~~

~~d. International investment of any kind, equities or fixed securities, shall not exceed 25 percent of the fund's assets; and~~

a. Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon;

b. Time or savings accounts of a national bank, a state bank insured by the bank insurance fund or a savings/building and loan association insured by the savings association insurance fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund;

c. Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States or by an agency of the government of the United States;

d. Bonds issued by the State of Israel;

e. Stocks, commingled funds, mutual funds or other investment vehicles approved by the board and bonds or other evidences of indebtedness, provided that:

- (i) Except as provided in subsection (ii) below, all individually held securities and all securities in a commingled or mutual fund or other investment vehicles approved by the board, must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia.
- (ii) Up to 25 percent of the assets of the fund at market value may be invested in foreign securities.
- (iii) The board shall not invest more than five percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company exceed five percent of the outstanding capital stock of that company; nor shall the aggregate of its investments in common stock, capital stock and convertible securities at market exceed 70 percent of the assets of the fund;
- f. Real estate directly or through an investment vehicle approved by the board or real estate investment trusts (REITS) that trade on a major exchange, provided the board shall not invest more than 15 percent at market of the assets of the fund in REITS; and
- g e. Master limited partnerships (MLP) that trade on a major exchange, up to an amount of 15 percent of the assets of the fund at market value with a target range of 10 to 15 percentage. No more than ten percent at market value of an investment manager's MLP portfolio may be invested in a single issuer unless the issuer makes up more than ten percent of the Alerian MLP

Index, in which case, up to the Index weighting may be held.

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

SECTION 5. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of NOVEMBER, 2019 for second reading.



September 30, 2019

VIA EMAIL

Board of Trustees
City of Holly Hill
Police Officers' Pension Board
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: City of Holly Hill
Police Officers' Retirement Trust Fund

Dear Board:

We have reviewed the proposed Ordinance amending the Plan to provide the trustees to possess investment authority in conformance with the standards set forth in Section 185.06, Florida Statutes. It is our opinion that adoption of the proposed Ordinance will have no impact on the assumptions used in determining the funding requirements of the program.

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

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'PAT: Donlan'.

Patrick T. Donlan, ASA, EA, MAAA