



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Todd Drosky

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

**Tuesday
April 16, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: April 2, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: March 13, 2024

APPROVAL OF THE AGENDA

April 16, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/85294661405?pwd=VGdqOEIwRTV2cFkxOEs1VU1SNFN2Zz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 852 9466 1405#

Participant ID: #

Passcode: 545200#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificate of Recognition presented to Keneisha Etienne and Laveena Bhuiyan for participating in the City of Deerfield Beach's Academic Scholarship Award.**

Sponsor: Department of Community Services

2. **Certificate of Recognition presented to the City of Deerfield Beach 2023-2024 Teacher of the Year and School Related Employee of the Year.**

Sponsor: Department of Community Services

3. **Proclamation declaring April 21 - 27, 2024 as National Volunteer Week.**

Sponsor: Department of Community Services

4. **Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.**

Sponsor: BSO - Law Enforcement

5. **Presentation regarding the greenhouse gas inventory and sustainability roadmap.**

Sponsor: Department of Sustainable Management

Attachment: Inventory and Roadmap

PUBLIC HEARINGS – SECOND READING

- 6. P.H. 2024-057: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66, "TRAFFIC AND VEHICLES," SECTION 66-88 "PARKING RESTRICTIONS FOR COVE PARKING LOT; PENALTY" OF THE CITY CODE OF ORDINANCES TO EXPAND THE EXISTING TWO-HOUR CONTINUOUS PARKING RESTRICTION FOR THE COVE SHOPPING CENTER PARKING LOT TO INCLUDE SUNDAYS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Community Redevelopment Agency & Department of Economic Development

Attachment: Traffic and Vehicles

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 7. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Second Amendment to Contract #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program to**

reallocate \$35,844.00 in existing funding; authorizing execution of the Amendment; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: Alzheimer's Disease Initiative Program

- 8. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of the annual subscriptions for the Comprehensive Geographic Information System Software and Extensions from Environmental Systems Research Institute, Inc. pursuant to Master Agreement No. 310196; authorizing execution of the small enterprise agreement for the annual subscriptions for a three-year period in the total amount of \$170,100.00; providing for implementation and an effective date. (Funds from Account #001-1400-513-30-04 - Software Maintenance)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Information Technology

Attachment: Environmental Systems Research Institute, Inc.

- 9. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITB #24-09-BA for the supply of plant materials on an as-needed basis to Gardening Angel Nursery, Inc.; authorizing execution of a contract with Gardening Angel Nursery, Inc., the sole responsive and responsible bidder, for a one-year term with four additional one-year optional renewal terms, in an annual amount not to exceed \$299,305.00; and providing an effective date. (Funds from Account #001-7020-539-35-10 - Agriculture and Horticulture Supplies)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Gardening Angel Nursery, Inc.

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Nextran Corporation for the**

purchase of a container delivery truck in the amount of \$145,868.00, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0; providing for execution and an effective date. (*Funds from Account #452-4551-534-60-41 - Solid Waste Capital Fund/Automotive Equipment*)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Sustainable Management

Attachment: Nextran Corporation

- 11. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Contract with Cummins, Inc. d/b/a Cummins Sales and Service for generator maintenance and repair services to include the maintenance of portable generators for an annual increased amount not to exceed \$100,831.98 for year one of the portable generator services, and renew the Contract for the second renewal period commencing on May 1, 2024 through April 30, 2025; providing for implementation and an effective date. (*Fund from Account #401-5030-536-32-99- Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Cummins, Inc.

- 12. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim and Creed, Inc. to provide professional engineering services related to the Cybersecurity Assessment and Water Treatment Plant SCADA Standards Project in an amount not to exceed \$185,311.00; providing for execution and an effective date. (*Funds from Account #401-5020-533-60-31 - Improvements Other than Buildings & Account #413-5020-533-65-30 - CIP Infrastructure*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: McKim and Creed, Inc.

- 13. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the construction agreement with Intercounty Engineering, Inc. for the West Water Treatment Plant Chlorine Conversion Project to extend the substantial completion date for the project to December 31, 2024, and the final completion date to January 31, 2025; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Intercounty Engineering, Inc.

- 14. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Rummel, Klepper & Kahl, LLP, to provide professional engineering services related to the West Water Treatment Plant Reverse Osmosis Pilot Testing and Refurbishment Project in an amount not to exceed \$79,740.00; providing for execution and an effective date. (*Fund from Account #413-5020-533-65-30 - CIP Infrastructure*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Rummel, Klepper & Kahl, LLP

ADDENDUM

- 15. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the first one-year renewal term of the contract with Zambelli Fireworks Manufacturing Company for fireworks display for city events; providing for a price adjustment and additional cost for the use of a barge for the event in accordance with the Contract terms; authorizing execution of the Contract renewal; providing for implementation and an effective date. (*Funds from Account #190-1500-579-35-74 - CRA/Special Events & Account #001-7015-579-35-74 - Parks and Recreation/Special Events*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Zambelli Fireworks Manufacturing Company

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

16. Discussion regarding establishing an expense allowance for the Mayor and City Commissioners. (*Tabled from April 2, 2024*)

Suggested Action: Motion on decision of Commission

Sponsor: Commissioner Bernie Parness

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Lunchtime Workshop - Friday, April 26, 2024

Regular City Commission Meeting - Tuesday, May 7, 2024

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, April 2, 2024

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:02 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Michael Hudak
Commissioner Bernie Parness - via Zoom
Commissioner Ben Preston
Vice Mayor Todd Drosky
Mayor Bill Ganz

Also Present:

City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz said Hugh Andison, former city employee, recently passed, and asked that everyone keep him in their thoughts and prayers. Thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - March 19, 2024

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve the meeting minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes - January 26 & February 13, 2024
African American Heritage Board Meeting Minutes - February 7, 2024
Education Advisory Board Meeting Minutes - February 7, 2024
Community Redevelopment Agency Meeting Minutes - February 13, 2024
Community Appearance Board Meeting Minutes - February 28, 2024

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 2, 2024

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to Children's Services Council of Broward County in recognition of National Child Abuse Prevention Month.

Mayor Ganz presented a proclamation to Nicholas Hessing, Government Affairs Manager, in recognition of National Child Abuse Prevention Month.

Mr. Hessing thanked the Commission, as well as the City for their support.

2. Proclamation presented to the Climate Reality Project in recognition of Food Waste Prevention Week.

Mayor Ganz presented a proclamation to the Climate Reality Project in recognition of Food Waste Prevention Month.

Denise McFall, Climate Control, provided a brief overview of the importance of reducing food waste.

3. Proclamation presented to HOPE, Inc. in recognition of National Fair Housing Month.

Mayor Ganz presented a proclamation to Charmaine Williams, HOPE, Inc., who was not in attendance, in recognition of National Fair Housing Month.

4. Proclamation in recognition of National Community Development Week.

Mayor Ganz presented a proclamation to Jonathan Salas, Director of Community Services, in recognition of National Community Development Week.

PUBLIC HEARINGS - SECOND READING

5. P.H. 2024-053: ORDINANCE 2024/005 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING A PORTION OF A TWENTY-FOOT UTILITY EASEMENT AND A THIRTY-FOOT WIDE ROAD RIGHT-OF-WAY LOCATED IN THE VICINTY OF 409, 412-418, 424, 430, 446, 450 AND 458 NORTH RIVER DRIVE (VISTA CLARA); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, provided a brief overview of the item, which was discussed during the first reading.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

PUBLIC HEARINGS - SECOND READING - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 5, adopted Ordinance 2024/005. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

- 6. P.H. 2024-054: ORDINANCE 2024/006 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I "IN GENERAL" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO AMEND SEC. 2-1 "CITY SEAL AND CITY LOGO" TO UPDATE THE AUTHORIZED USES AND PROHIBITED USES RELATING TO THE CITY'S LOGO; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, read an excerpt from the Ordinance; thereafter, he asked who the individuals are that are using the City's logo.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that he will provide the information that Mr. Herz is requesting after the meeting.

Mayor Ganz said this provides the City with protection, whereby, there are some companies who misrepresent themselves by using the City logo, and state that they are working on behalf of the City, when they are not.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 6, adopted Ordinance 2024/006. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

PUBLIC COMMENT

Ryan Morgan, 439 SE 10th Street, Deerfield Beach, said he is the owner of Beach Rides USA. Thereafter, he provided a brief overview of the type of service his company provides. Further, he spoke in support of Freebee and stated that he would love to help with their initiative; however, he is upset with the way he has been treated since December 13, 2023. Thereafter, he provided a brief overview of the various trials and tribulations his business has endured over the last ten years. Mr. Morgan said he put together a business plan that was submitted to the City, but nothing ever came about from it and there has been no communication since.

Paula Cook, 62 Centennial Court, Deerfield Beach, said the City has decided to move forward with the installation of speed cameras through Vision Zero, and asked for the costs.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, said the 50th Anniversary of Century Village East was last week. Thereafter, he provided a brief overview of the history of Century Village.

Kevin Oberto, 110 NE 19th Avenue, Deerfield Beach, spoke in support of Beach Rides USA.

Willie Rosetta Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, commented on various code violations she has received and asked who she should contact. Thereafter, she expressed frustration with the violations.

PUBLIC COMMENT - CONTINUED

The following individuals spoke in support of Beach Rides USA:

Billy William Paradise, 2031 SE 5th Street, Deerfield Beach.
James Bauman, 1631 Riverview Road, Deerfield Beach.
Christi Davis, 22919 Ironwedge Drive, Boca Raton.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, read an excerpt from the February 13, 2024 CRA minutes. Thereafter, he provided a copy of a rent check to the City Commission and commented on Class Act Restaurant Group. Lastly, he commented on the Women's Breakfast, as well as the beach parcel lot.

Bob Matthew, 2041 NE 2nd Street, Deerfield Beach, spoke in support of Beach Rides USA.

Toula Amanna, 5030 SW 109th Avenue, Davie, asked how people became aware of the hearing that took place today. Thereafter, she provided a brief overview of the hearing and commented on the name change of the new restaurant lessee, as well as the original contract she signed with the City.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if there are cameras at the bus stops, as there is illegal dumping being done near St. Mary's Episcopal Church.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, thanked the City for her recent induction into the 2024 Women's History Hall of Fame.

Peter Oberto, 1923 NE 6th Street, Deerfield Beach, spoke in support of Beach Rides USA.

Mayor Ganz said the City is extremely supportive of Beach Rides USA; nonetheless, Freebee approached the City with a proposal, and a business plan and model that was similar but completely different than Beach Rides USA. Thereafter, he provided a brief explanation of how Freebee works. Although Beach Rides USA has been in business for ten years, they have never approached the City with a business proposal seeking a partnership; nevertheless, there is room for Beach Rides USA and Freebee. Mayor Ganz explained that Freebee is a pilot program, whereby, there are gaps with Freebee that Beach Rides USA will be able to fill, so the City is not looking to replace Beach Rides USA. Further, he is unsure if cameras are installed at the bus stops, but staff will investigate and advise accordingly. He said there seems to be some confusion, whereby, Vision Zero is completely different from the installation of the school speed zone cameras, which will be presented when brought forward. Lastly, he congratulated Ms. Fulmore-Tigner.

Commissioner Preston said he did have a conversation with Mr. Morgan, who advised that he was not opposed to Freebee. Thereafter, he provided a brief overview of their conversation. Further, he said a conversation should have been had prior to negotiating with Freebee to see exactly what Beach Rides USA could and could not offer; nevertheless, it was never intended to push Beach Rides USA completely out of the conversation. Thereafter, he provided a brief explanation of the Freebee services. Commissioner Preston said something should always be accomplished at these meetings, and it should be Beach Rides USA being incorporated into the City continuously serving, as is, at a higher level, which requires civil conversations. Lastly, he suggested that Mr. Morgan contact the City Manager to see what can be done.

Anthony Soroka, City Attorney, said the City did prevail on all three motions at the hearing today. Further, he said in these type cases, the City has to put their position in writing, and the defendant has to put theirs in writing; nonetheless, the public can review from the City's pleadings that the City disagreed with Ms. Amanna's position about how much rent was owed under the circumstances and never thought the amount provided was sufficient.

There was a brief recess at 8:05 p.m. and the meeting reconvened at 8:08 p.m.

CONSENT - BOARD APPOINTMENTS

Mayor Ganz opened the public hearing for Items 7 - 10; however, there were none to speak and the public hearing was closed.

CONSENT - BOARD APPOINTMENTS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 7 - 10 in concert. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz
Nays: 0

- 7. Resolution 2024/045 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Tavares Hill as an alternate member to the African American Heritage Committee; and providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2024/046 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a professional services agreement with Marcum, LLP to provide surtax compliance auditing services for fiscal years 2023 and 2024 surtax projects; authorizing execution of the Agreement in an amount not to exceed \$40,000.00; providing for an effective date. (*Funds from Account #108-5050-541-30-16 - Infrastructure - Accounting Services*)**
- 9. Resolution 2024/047 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. dba Dixie Divers for the Annual DX Divers Deerfield Beach Underwater Pier Clean-up event taking place at 200 NE 21st Avenue on June 15, 2024 from 8:00 am to 11:00 am; approving the closure of the International Fishing Pier from 6:00 am to 12:00 pm; approving a waiver of fees; and providing for an effective date. (*Funds from Account 001-7015-579-35-74 - Special Events*)**
- 10. Resolution 2024/048 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Floating Frog, LLC dba Mindtravel Foundation for a silent piano concert on Deerfield Beach north of the international fishing pier on April 23, 2024, from 6:00 pm to 9:00 pm; providing for an effective date.**

DEPARTMENTAL BUSINESS

- 11. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66, "TRAFFIC AND VEHICLES," SECTION 66-88 "PARKING RESTRICTIONS FOR COVE PARKING LOT; PENALTY" OF THE CITY CODE OF ORDINANCES TO EXPAND THE EXISTING TWO-HOUR CONTINUOUS PARKING RESTRICTION FOR THE COVE SHOPPING CENTER PARKING LOT TO INCLUDE SUNDAYS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, provided a brief overview of the item, whereby, the Ordinance now includes Sundays.

Commissioner Hudak thanked staff for being proactive and getting the businesses involved. Thereafter, he spoke in support of the Ordinance.

Vice Mayor Drosky spoke in support of the Ordinance. Thereafter, he commented on issues that occurred over the weekend, whereby, patrons could not access businesses due to the lack of parking. He explained that one of the businesses received negative comments due to the lack of parking, causing their rating to decrease.

Commissioner Preston said the City must protect the business community, as they keep the City moving in so many ways; therefore, he spoke in support of the Ordinance.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz said this is not a fix all for everything, but is the first step in the right direction. Further, he said it was suggested to utilize Sullivan Park for employee parking, which he disagreed with as it takes away the use of residents using Sullivan Park. Mayor Ganz asked staff to research ways to assist the businesses with their employee parking, as it will also help with the parking issue. Thereafter, he spoke in support of the Ordinance.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the Ordinance.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, asked if there is space for a parking garage on the beach, i.e. main beach parking lot, or is it not allowed.

Mayor Ganz closed the public hearing. Further, he said the main issue with the Cove parking lot is that it's free parking.

Commissioner Parness spoke in support of the Ordinance, as he visits the Cove often, and it's extremely difficult to find parking.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 11 on first reading. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz
Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - NONE

CITY MANAGER

Lunchtime Workshop - David Santucci, City Manager, stated that the workshop will take place on Friday, April 5, 2024 at noon. Thereafter, he provided a brief overview of the agenda.

CITY COMMISSION BUSINESS

12. Discussion regarding establishing an expense allowance for the Mayor and City Commissioners.

Commissioner Parness requested that this item be tabled until April 16, 2024.

There were no objections.

COMMENTS BY MAYOR & CITY COMMISSION

VICE MAYOR DROSKY

DISTRICT 4

2024 Women's History Hall of Fame Inductee Breakfast - Vice Mayor Drosky congratulated the recipients and thanked them for everything they have done for the City. He also thanked the Women's Club and city staff for the event.

Penn Pediatrics - Vice Mayor Drosky said their grand opening was Saturday, whereby, they are the only child pediatric emergency care center in the City. Thereafter, he thanked all involved with the grand opening.

COMMISSIONER PARNESS

DISTRICT 3

Voting - Commissioner Parness encouraged everyone to vote, however they want.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**COMMISSIONER PRESTON****DISTRICT 2**

District 2 Meeting - Commissioner Preston said the meeting will take place at the Hillsboro Technology Center on April 4th at 7:00 p.m.

2024 Women's History Hall of Fame Inductee Breakfast - Commissioner Preston said the event was incredible, whereby, Katy Freitag did a fantastic job as the Master of the Ceremony. Thereafter, he thanked staff for a job well done.

Penn Pediatrics - Commissioner Preston reiterated that it is the only child pediatric emergency care center in the City, whereby, there are not many in the County. Thereafter, he welcomed them to the community.

COMMISSIONER HUDAK**DISTRICT 1**

2024 Women's History Hall of Fame Inductee Breakfast - Commissioner Hudak said everyone did an outstanding job with the event, and reiterated that Kay Freitag did a fantastic job as the emcee. Further, he asked that the previous winners be presented with something that they can wear year-round or to other events, i.e. brooch, hat, etc., as it is a badge of honor.

Original Save Our Beach Meeting - Commissioner Hudak said the meeting was very well attended and various topics were discussed. Thereafter, he thanked them for the dialogue and for reaching out to clarify the misinformation.

In response to Ms. Fulmore-Tigner's question, Commissioner Hudak replied that per the City Charter, the City is not allowed to put a parking garage over the main beach parking lot, which he supports at this time.

MAYOR GANZ

2024 Women's History Hall of Fame Inductee Breakfast - Mayor Ganz apologized for missing the event, as he had a conflicting event.

Accolades - Mayor Ganz thanked staff for their research. Further, he thanked staff and the City Attorney for their hard work and dedication on the lawsuits. Mayor Ganz said it's important that the City stand up when the City and city staff's integrity is being challenged.

School Zone Speed Cameras - Mayor Ganz reminded staff that this commission wants this to move forward.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to adjourn the meeting at 8:34 p.m. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
March 13, 2024**

A regular meeting of the Community Appearance Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:02 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll Call:

Present: Jack Hugentugler
Janelle Richards, Alternate
Joseph Cummings, Vice Chair
Harry Belton, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Emily Cortez, Planner I
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Tinka Ellington

APPROVAL OF MINUTES OF PREVIOUS MEETING

Motion was made by Vice Chair Cummings, seconded by Mr. Hugentugler to approve the February 28, 2024 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7129 MUST University
 70 SW 10th St
 Paint Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Alejandro Restrepo, applicant, provided renderings of the proposed changes, which include keeping the paint color blue for back doors, roll up doors and bollards. Further, he said this property will be the new headquarters for MUST University.

Mr. Mantell explained that on January 24th, the board approved painting the exterior walls white and shutters trim fascia and window frames blue; however, staff was made aware that the applicant worked outside the scope of work.

Mr. Restrepo said he thought the previous approval allowed for all doors to be painted blue.

Thereafter, there was a brief discussion regarding the location of the doors being in the back of the business and previously being a car dealership.

Mr. Hugentugler made a motion, seconded by Vice Chair Cummings to approve Item #7129 as submitted. The motion CARRIED by unanimous vote.

**#7125 Casa Maya Grill
301 SE 15th Terrace
Awning Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Candy Jones, applicant, provided renderings of the proposed changes, which include changing the awning color from terracotta to blue.

In response to board member questions, Mr. Mantell replied that the proposed color does meet the Overlay District Code standards.

Mr. Hugentugler made a motion, seconded by Vice Chair Cummings to approve Item #7125 as submitted. The motion CARRIED by unanimous vote.

**#7130 Meadowlake Gardens Condominium
1260 South Military Trail
Roof Change**

Daniel Mantell, Planning and Zoning Manager, stated that the item has been deferred to the next meeting.

**#7113 Ocean Deli
50 SE 20th Ave
Master Sign Plan**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Matthew Boone, applicant, provided renderings of the proposed changes to the Master Sign Plan, which will provide a uniform set of standards for all tenants. He explained that the three face color options are white, yellow, dual color black/white; returns to be white or black; and trimcap should match the color of the returns. The Ocean Deli sign would be on a raceway to match the façade and the letter height for the window signage should not exceed 20%; illumination color white LED. Mr. Boone concluded with the specific signage and monument sign requirements for Comfort Inn and Ocean Deli and monument landscape plan.

In response to board member questions, Mr. Boone replied that the current signs that meet the standards would remain; whereby, the current Comfort Inn signs will remain.

In response to board member questions, Mr. Mantell replied that the widow signage requirement is 20% of the total window area or 20 square feet, whichever is less. Staff is restricted on the regulation of window signage, which does not require a building permit.

In response to board member questions, Anthony Soroka, City Attorney, replied that staff is not able to regulate window signage; nonetheless, staff is working with his office to review the current code for window signage and although it may not be regulated now, it could possibly be in the future.

In response to board member questions, Mr. Boone replied that there is no proposal for the vinyl, it is only for the channel letter sign on the mansard roof. Further, he said there will be no changes to the current window signage and color unless there is a stipulation made or the client decides to make further changes.

Mr. Hugentugler made a motion, seconded by Vice Chair Cummings to approve Item #7113 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, stated that an update on the legislative session and Live Local Act will be provided at a later date.

Comments by Deerfield Beach Planning and Development Services Department

Sign Code Review - Daniel Mantell, Planning and Zoning Manager, said staff is working with the City Attorney on updating the sign code.

Next Meeting - Mr. Mantell said there will be a meeting on March 27, 2024.

ADJOURNMENT

Mr. Hugentugler made a motion, seconded by Vice Chair Cummings to adjourn the meeting at 7:27 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - April 16, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, April 16, 2024, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The April 16, 2024, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the April 16, 2024 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on April 16, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/85294661405?pwd=VGdqOEIwRTV2cFkxOEs1VU1SNFN2Zz09>
 - ii. The video camera display feature is disabled for public use.
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 852 9466 1405#, Participant ID: #, Passcode: 545200#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on April 16, 2024, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” which is located at the bottom of the screen under the “reactions” tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-140

Agenda Date: 4/16/2024

Status: AWARDS & RECOGNITION

In Control: City Commission

Title

Presentation regarding the greenhouse gas inventory and sustainability roadmap.

Background/History

In 2017, the City developed a high-level sustainability plan outlining past and ongoing initiatives as well as planned initiatives. Subsequently, several of those projects and others have been implemented including municipal building efficiency upgrades, solar installation, compressed natural gas fleet build-out, composting and more.

The City is now seeking a more defined strategy to continue growing the sustainability program, identify effective and efficient projects to implement, and create a healthy community and environment for years to come.

In September 2023, City Commission approved a work authorization with APTIM Environmental & Infrastructure, LLC ("APTIM"). The scope of work APTIM includes completing a municipal operations greenhouse gas inventory for 2017 and 2022, as well as developing a sustainability roadmap and work plan. This will establish Deerfield Beach's sustainability vision and a road map for its implementation. These deliverables will be utilized to assist the City with prioritizing actions to support the City's sustainability program and setting GHG reduction targets.

Current Activity

APTIM has completed the greenhouse gas inventories. They are currently in the process of collecting stakeholder input and working with staff to develop the sustainability roadmap and work plan.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-194

Agenda Date: 4/16/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-057: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66, "TRAFFIC AND VEHICLES," SECTION 66-88 "PARKING RESTRICTIONS FOR COVE PARKING LOT; PENALTY" OF THE CITY CODE OF ORDINANCES TO EXPAND THE EXISTING TWO-HOUR CONTINUOUS PARKING RESTRICTION FOR THE COVE SHOPPING CENTER PARKING LOT TO INCLUDE SUNDAYS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

A 2-hour parking time limitation for perimeter parking spaces in the Cove Shopping Center was enacted by the City of Deerfield Beach in 1992. The parking ordinance was revised in 2012 after the redevelopment of the parking lot to reflect the new parking space layout in the lot. Two (2) hour parking time limitations are in effect from 9am-6pm Monday-Saturday.

Current Activity

At recent Deerfield Beach Community Redevelopment Agency (DBCRA) meetings, the Board requested staff survey the businesses in the Cove Shopping Plaza about extending the existing hours of enforcement and/or including Sundays. The majority of the feedback received and reported to the board was to maintain the hours, and include Sundays.

Recommendation

Staff recommends approval to amend the Cove Shopping Center 2-hour parking limitation ordinance to include Sundays.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66, “TRAFFIC AND VEHICLES,” SECTION 66-88 “PARKING RESTRICTIONS FOR COVE PARKING LOT; PENALTY” OF THE CITY CODE OF ORDINANCES TO EXPAND THE EXISTING TWO-HOUR CONTINUOUS PARKING RESTRICTION FOR THE COVE SHOPPING CENTER PARKING LOT TO INCLUDE SUNDAYS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, a two-hour parking time restriction for perimeter parking spaces in the Cove Shopping Center parking lot was enacted by the City of Deerfield Beach in 1992; and

WHEREAS, the Cove Parking Ordinance was amended in 2012 after the redevelopment of the parking lot to reflect the new parking space layout in the lot; and

WHEREAS, Section 66-88 of the City Code of Ordinances currently provides that no person may park at any of the parking spaces in the referenced areas of the Cove Shopping Center Parking Lot for a continuous period of more than two hours during the hours of 9:00 a.m. through 6:00 p.m. every day, except Sunday; and

WHEREAS, City staff and Deerfield Beach CRA staff received input from Cove Shopping Center business owners indicating a desire to expand the existing two-hour parking limitation to include Sundays; and

WHEREAS, the City Commission finds it to be in the best interest of the residents, businesses, and visitors of the City of Deerfield Beach to enact this Ordinance expanding the two hour parking restriction for the Cove Shopping Center Parking Lot to include Sundays.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Section 66-88 “Parking restrictions for the Cove parking lot; penalty” of Chapter 66 “Traffic and Vehicles” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 66 TRAFFIC AND VEHICLES

*** * ***

ARTICLE II. – STOPPING, STANDING, PARKING

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

Sec. 66-88. Parking restrictions for the Cove parking lot; penalty.

(a) During the hours of 9:00 a.m. through 6:00 p.m., parking of motor vehicles at the spaces in the Cove parking lot described on Exhibit A, which is on file with the city clerk, shall be limited to two continuous hours. No person may park at any parking space in such parking lot for a continuous period of more than two hours during the hours of 9:00 a.m. through 6:00 p.m. These restrictions shall be in effect every day, including Sundays ~~except Sunday~~.

(b) Any person parking a motor vehicle in the Cove parking lot shall park the vehicle so that the entire vehicle is within a designated parking space. Parking spaces shall be designated by striping on the pavement. Any area marked with yellow striping shall be designated as a no parking zone.

* * *

Section 3. All Sections or parts of Sections of the City Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

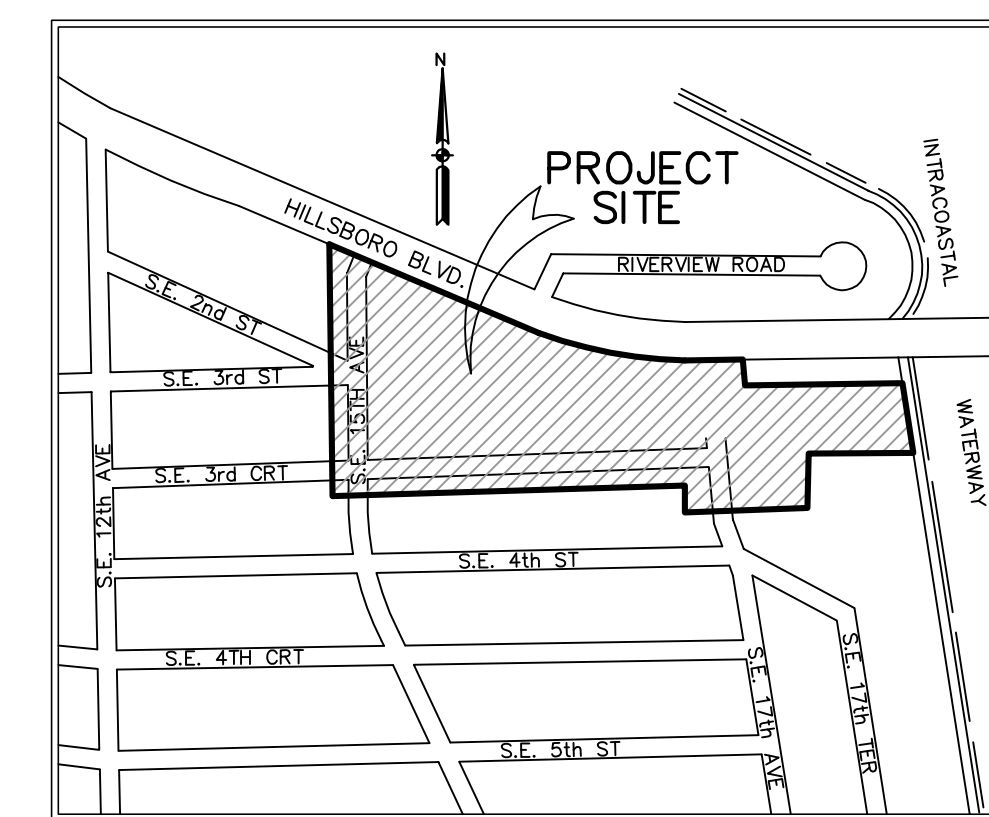
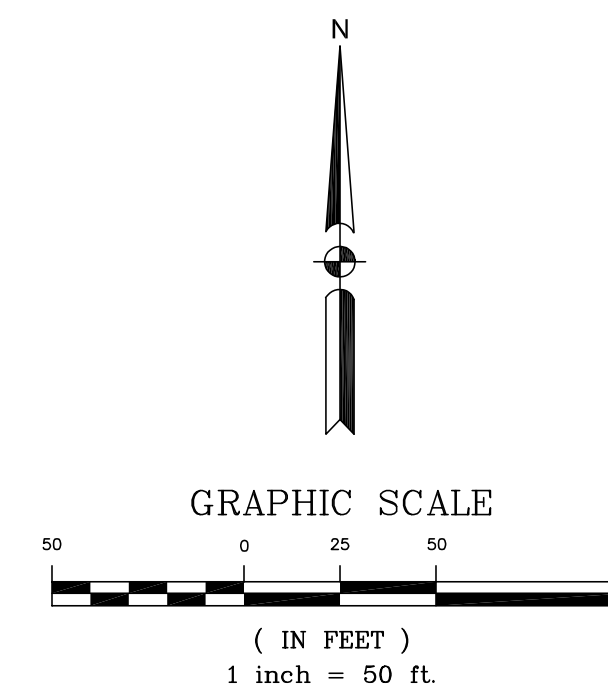
ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

X 2-HOUR PARKING

PORTIONS OF BLOCKS 1, 2, 3, PARCELS A, B, C, D, AND THE COVE CENTER, THE COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 32, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH A PORTION OF KESTER BOULEVARD (PUBLIC RIGHT-OF-WAY), AND HILLSBORO BOULEVARD (STATE ROAD 810)(PUBLIC RIGHT-OF-WAY).



VICINITY MAP
(NOT TO SCALE)

DATE	REVISION
DEC. 4, 2009	CITY / PERMIT AGENCY COMMENTS
APR. 6, 2011	MISC. REV. BLDG. DEPT. COMMENTS

DATE: FEBRUARY 2009

SCALE: 1" = 50'

DRAWN BY: L.B.

DESIGN BY: L.B.

CHECKED BY: M.C.

JAMES A. THIELE, P.E.
FLORIDA REG. NO. 33256



301 EAST ATLANTIC BOULEVARD
COMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
STATE OF FLORIDA CERTIFICATE OF
AUTHORIZATION NUMBER - 7928

THE COVE SHOPPING CENTER PHASE I PARKING LOT IMPROVEMENTS SITE PLAN

CITY OF DEERFIELD BEACH
BROWARD COUNTY, FLORIDA

SHEET NO. SP-1

PROJECT NO. 04065.2

Page 26 of 32

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 4/16/2024

Agenda Item No. 6

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

The Cove Shopping Center Parking Lot 2-hour parking ordinance is being amended to include Sunday from 9am – 6pm. The amended parking restriction is proposed to deter parking spots being used for destinations other than the plaza.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

Adoption of this ordinance amendment has no compliance cost for businesses.

b. New Charges/Fees on Businesses Impacted:

Adoption of this ordinance amendment does not include fees or charges to businesses.

c. Estimate of Regulatory Costs:

Regulatory costs, including enforcement, equipment maintenance and upkeep, and citation issuance and processing would be approximately \$48,000 per year.

Good Faith Estimate of Number of Businesses Likely Impacted:

37

Any Additional Information:

This ordinance amendment was requested by the businesses who use this parking lot. Parking is restricted to 2 hours but free of charge.

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-143

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Second Amendment to Contract #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program to reallocate \$35,844.00 in existing funding; authorizing execution of the Amendment; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 41 years to provide supportive services for the senior population in the City.

Pursuant to Resolution 2023/135, the City Commission accepted a grant award in the amount of \$288,836.39 through the Alzheimer's Disease Initiative Program (ADI) and entered into agreement #JZ023-06-2024 with the Area Agency on Aging of Broward County. Pursuant to Resolution 2023/167, an amendment to the existing agreement was approved by the City Commission, increasing the total grant award amount to \$575,541.39.

The ADI program assists persons living with Alzheimer's Disease and other forms of dementia to live as independently as possible with support to family members and caregivers.

Current Activity

This proposed amendment will reallocate \$35,844 of existing funds to the Specialized Day Care service. This service will provide individuals affected by Alzheimer's disease and similar memory disorders with dementia-specific therapeutic activities, including but not limited to, physical, cognitive, and social activities appropriate for the clients.

Recommendation

It is recommended that the City Commission approve the Second Amendment to Contract #JZ023-06-2024 with the Areawide Council on Aging of Broward County, Inc., to provide for the reallocation of \$35,844 in existing funding.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO CONTRACT #JZ023-06-2024 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM TO REALLOCATE \$35,844.00 IN EXISTING FUNDING; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on August 1, 2023, pursuant to Resolution 2023/135, the City Commission of the City of Deerfield Beach approved a contract with the Areawide Council on Aging of Broward County, Inc. (the "Council") for the Council's funding for Alzheimer's disease initiatives pursuant to Contract #JZ023-06-2024 in an amount not to exceed \$288,863.39, effective July 1, 2023 through June 30, 2024 (the "Contract"); and

WHEREAS, through the Alzheimer's Disease Initiative ("ADI") Program, staff provides supportive services for the senior population who are afflicted with Alzheimer's Disease and other forms of dementia to live independently and to support their family members and caregivers (the "Program"); and

WHEREAS, since the adoption of Resolution 2023-135, the City Commission received and accepted, pursuant to Resolution 2023-167, additional grant funds for the ADI Program increasing the total grant funding amount to an amount not to exceed \$575,541.39; and

WHEREAS, the parties desire to amend the Contract for a second time to reallocate \$35,844.00 of existing funds to Specialized Day Care services, which provides individuals affected by Alzheimer's disease and similar memory disorders with dementia-specific therapeutic activities, and to increase the level of services accordingly without increasing the total contract amount (the "Second Amendment"); and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of the Second Amendment, attached as Exhibit "A", to reallocate \$35,844.00 of existing funds to Specialized Day Care services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Second Amendment, attached as Exhibit "A", to reallocate \$35,844.00 of existing funds to Specialized Day Care services.

Section 3. The Mayor and City Manager are hereby authorized to execute the Second Amendment, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

Amendment 002
March 2024

Contract JZ023-06-2024

THIS AMENDMENT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor,” and collectively referred to as the “Parties,” to amend Contract JZ023-06-2024.

The purpose of this amendment is to reallocate the contract amount by \$35,844.00, increase the level of services accordingly, with no change to the total contract funding of \$575,541.39, and replace attachments.

(1) Section 4 is hereby amended to read as follows:

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$575,541.39** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

(2) Exhibit 2 is hereby revised and replaced in its entirety.

(3) Attachment IV is hereby revised and replaced in its entirety.

All provisions in the Contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions in the Contract not in conflict with this amendment are still in effect and are to be performed at the level specified in the Contract.

This amendment and all of its attachments are hereby made a part of the contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 4-page amendment to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative – Special Projects	General Revenue	65.002	\$286,705.00
Alzheimer's Disease Initiative – Specialized Day Care	General Revenue	65.002	\$35,844.00
Alzheimer's Disease Initiative - Respite	General Revenue	65.004	\$198,471.39
Council Match			\$54,521.00
TOTAL AWARD			\$575,541.39

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT IV

ALZHEIMER'S DISEASE INITIATIVE PROGRAM							
BUDGET SUMMARY							
FIXED SERVICES	Total Units	Unit Rate	Project Funds	Respite Funds	Specialized Day Care	Council Match Funds	Total Reimbursement
Case Management	264.00	\$46.14	\$10,480.94	\$0.00	\$0.00	\$1,700.00	\$12,180.94
Caregiver Training/ Support Ind	1,061.00	\$35.25	\$24,575.37	\$0.00	\$0.00	\$12,821.00	\$37,396.37
Respite In-Facility	26,753.50	\$18.32	\$251,648.69	\$198,471.39	\$0.00	\$40,000.00	\$490,120.08
Respite In-Facility - Specialized Alzheimer's Services	5000	\$7.17	\$0.00	\$0.00	\$35,844.00	\$0.00	\$35,844.00
TOTAL AGREEMENT AMOUNT - ADI			\$286,705.00	\$198,471.39	\$35,844.00	\$54,521.00	\$575,541.39



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-193

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of the annual subscriptions for the Comprehensive Geographic Information System Software and Extensions from Environmental Systems Research Institute, Inc. pursuant to Master Agreement No. 310196; authorizing execution of the small enterprise agreement for the annual subscriptions for a three-year period in the total amount of \$170,100.00; providing for implementation and an effective date. (Funds from Account #001-1400-513-30-04 - Software Maintenance)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$170,100.00

Account Name: Software Maintenance

Account Number: 001-1400-513-30-04

Background/History

In 2018, the City Commission approved the purchase of a comprehensive geographic information system solutions ("GIS Solutions") from Environmental Systems Research Institute, Inc. ("ESRI") pursuant to Master Agreement No. 31096, which included one annual subscription to the ESR Enterprise Advantage Program ("EEAP"), and annual subscription to ESRI's Enterprise Software License ("License") for a three-year commitment.

Subsequently, in 2021, the City Commission approved the renewal and purchase of the ESRI subscriptions and License for a three-year period. The current subscriptions have expired, and the City desires to continue to use ESRI's subscriptions and License to help guide staff through developing a modern GIS technology platform and acquiring related professional knowledge necessary to enable geospatial tools and data across the organization. By deploying the most current GIS patterns and practices, the City will enable efficient information exchange among stakeholders, meet best practice architecture standards, and develop an agile environment which promotes growth and expansion of GIS services moving forward.

Current Activity

As the current subscriptions have expired, ESRI has provided the City with the attached Quote for a three-year term based upon annual subscriptions in the amount of \$56,700.00 for a total three-year amount of \$170,100.00. The attached Quote is pursuant to Master Agreement No. 31096 and the Small Enterprise Agreement included in the Quote. The purchase is pursuant to Section 38.166(3)c.3

of the Procurement Code, which allows the purchase of licensed software, or maintenance for such software and applications without utilizing the sealed competitive method or written quotation method. As the estimated cost for the purchase over a three year period exceeds \$100,000.00, City Commission approval is required.

Recommendation

It is recommended that the City Commission approve the Resolution approving the purchase of the annual subscription of the software for \$170,100.00, payable on an annual basis in the amount of \$56,700.00 and subject to annual appropriations.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PURCHASE OF THE ANNUAL SUBSCRIPTIONS FOR THE COMPREHENSIVE GEOGRAPHIC INFORMATION SYSTEM SOFTWARE AND EXTENSIONS FROM ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. PURSUANT TO MASTER AGREEMENT NO. 310196; AUTHORIZING EXECUTION OF THE SMALL ENTERPRISE AGREEMENT FOR THE ANNUAL SUBSCRIPTIONS FOR A THREE-YEAR PERIOD IN THE TOTAL AMOUNT OF \$170,100.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in 2018, the City Commission approved Master Agreement No. 310196 (the “Master Agreement”) with Environmental Systems Research Institute, Inc. (“ESRI”) for the City’s GIS Solutions and related services; and

WHEREAS, in 2021, the City Commission approved the purchase of GIS software solutions and services pursuant to the Master Agreement with ESRI; and

WHEREAS, pursuant to the Master Agreement, the City purchased annual subscriptions to the ESRI Enterprise Advantage Program (“EEAP”) and ESRI Enterprise Software License (the “License”) (the “EEAP” and the “License” are collectively referred to as the “Subscriptions”); and

WHEREAS, the Subscriptions have expired and the City desires to continue to use the Subscriptions for a three-year period for a total amount of \$170,100, payable on an annual basis in the amount of \$56,700.00, as further described in the quote attached as Exhibit “A”; and

WHEREAS, the Subscriptions would permit users to interact directly with data, alter it with the geoprocessing tools and scripts, enforce data integrity rules, style the data in cartographically appealing ways, and provide a cloud-based mapping platform that automatically scales to meet peak periods of demand, among other features; and

WHEREAS, the purchase of the Subscriptions would have a total combined annual fiscal impact to the City in the amount of \$56,700.00 (collectively, the “Purchase”); and

WHEREAS, the Purchase is subject to the Master Agreement and the Small Enterprise Agreement, which is part of the Quote, attached as Exhibit “A” (collectively, the “Subscriptions Agreement”); and

WHEREAS, pursuant to Section 38.116(3)(c)(3) of the City’s Procurement Code, “the city may acquire or contract for licensed computer software, web-based applications, or maintenance for such software and applications without utilizing the sealed competitive method or written quotations method. Acquisitions for licensed computer software, web-based applications, or maintenance for such software and applications where the expenditure is

estimated to be \$100,000.00 or greater and is not part of an existing software or web-based application system, shall be subject to approval by the city commission.”; and

WHEREAS, staff recommends that the City Commission approve the Purchase, in a total amount of \$170,100.00, payable on an annual basis of \$56,700.00 subject to annual appropriations, and authorize execution of the Subscriptions Agreement, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Purchase of the Subscriptions from ESRI in the total amount of \$170,100.00, payable on an annual basis in the amount of \$56,700.00, subject to annual appropriations.

Section 3. The City Manager is authorized to execute the Subscriptions Agreement, attached as Exhibit “A”, and any other necessary documents for the Purchase, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 4/6/2023 To: 5/1/2024*

Quotation # Q-488476

Date: March 26, 2024

Customer # 10616 Contract #

City of Deerfield Beach
Information Technology Services Dept
1441 Sw 11th Way
Deerfield Beach, FL 33441-6258

ATTENTION: Kenia Fritz
PHONE: (954)571-7582
EMAIL: kfritz@deerfield-beach.com

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$56,700.00	\$56,700.00
Term 3/28/24-3/27/25: Populations of 50,001 to 100,000 Small Government Enterprise License Agreement Annual Subscription				
168179	1	Year 2	\$56,700.00	\$56,700.00
Term 3/28/25-3/27/26: Populations of 50,001 to 100,000 Small Government Enterprise License Agreement Annual Subscription				
168179	1	Year 3	\$56,700.00	\$56,700.00
Term 3/28/26-3/27/27: Populations of 50,001 to 100,000 Small Government Enterprise License Agreement Annual Subscription				
Subtotal:				\$170,100.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$170,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Ben McCrary	Email: bmccrary@esri.com	Phone: 704-541-9810 x1666
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)

ArcGIS Monitor

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard

ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

250 ArcGIS Online Viewers

250 ArcGIS Online Creators

37,500 ArcGIS Online Service Credits

250 ArcGIS Enterprise Creators

5 ArcGIS Insights in ArcGIS Enterprise

5 ArcGIS Insights in ArcGIS Online

50 ArcGIS Location Sharing User Type Extension (Enterprise)

50 ArcGIS Location Sharing User Type Extension (Online)

12 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-181

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of ITB #24-09-BA for the supply of plant materials on an as-needed basis to Gardening Angel Nursery, Inc.; authorizing execution of a contract with Gardening Angel Nursery, Inc., the sole responsive and responsible bidder, for a one-year term with four additional one-year optional renewal terms, in an annual amount not to exceed \$299,305.00; and providing an effective date. (Funds from Account #001-7020-539-35-10 - Agriculture and Horticulture Supplies)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$299,305 (NTE Amount)

Account Name: Agriculture and Horticulture Supplies

Account Number: 001-7020-539-35-10

Background/History

On January 29, 2024, the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was also sent to ninety (97) prospective Offerors via the e-Procurement Marketplace. Nine (9) vendors viewed the documents of the ITB. On March 5, 2024 at 2:00 p.m., the Purchasing and Contract Administration Division closed and unsealed one (1) response. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.

Current Activity

Staff determined that the response from Gardening Angel Nursery, Inc., met the ITB requirements. Additionally, Gardening Angel Nursery, Inc., is a Certified Business Enterprise (CBE) with Broward County, Office of Economic and Small Business Development. Gardening Angel Nursery, Inc., shall be responsible for providing Florida Grade #1 or better as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plant materials on an as needed basis as outlined in the Scope of Services of the ITB.

Recommendation

Staff recommends that the City Commission approve the award of the ITB to Gardening Angel Nursery, Inc., and authorize execution of an Agreement with Gardening Angel Nursery, Inc. for a one-year term, with four additional one-year renewal options.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #24-09-BA FOR THE SUPPLY OF PLANT MATERIALS ON AN AS-NEEDED BASIS TO GARDENING ANGEL NURSERY, INC.; AUTHORIZING EXECUTION OF A CONTRACT WITH GARDENING ANGEL NURSERY, INC., THE SOLE RESPONSIVE AND RESPONSIBLE BIDDER, FOR A ONE-YEAR TERM WITH FOUR ADDITIONAL ONE-YEAR OPTIONAL RENEWAL TERMS, IN AN ANNUAL AMOUNT NOT TO EXCEED \$299,305.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #24-09-BA seeking a qualified vendor to supply various plant materials to the City on an as-needed basis (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on January 29, 2024, and the notice was sent to 97 prospective vendors via the e-Procurement Marketplace with nine (9) vendors viewing the ITB documents; and

WHEREAS, on March 5, 2024, at 2:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) opened the one (1) bid that was timely received, and reviewed the bid to ensure that it met the ITB requirements; and

WHEREAS, the Division reviewed the bid submitted by Gardening Angel Nursery, Inc., (“Gardening Angel”) the apparent sole bidder, discussed it with the Department of Parks and Recreation staff, and concluded that Gardening Angel met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Gardening Angel, the sole responsive and responsible bidder to the ITB, and authorize execution of a contract with Garden for the supply of plant materials on an as-needed basis for a one year term, with four one year renewal options, in an annual amount not to exceed \$299,305.00 (the “Contract”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the ITB to Gardening Angel for the supply of plant materials on an as-needed basis in an annual amount not to exceed \$299,305.00.

Section 3. The City Manager is hereby authorized to execute the Contract with Gardening Angel for the supply of plant materials on an as-needed basis in an annual amount not to

exceed \$299,305.00 based upon the terms and conditions of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Greg Warner, Director of Parks & Recreation

FROM: Paul Collette, Senior Buyer

THRU: Theresa Webb, Acting Purchasing Manager

DATE: March 12, 2024

RE: **Supply of Plant Materials, ITB #24-09-BA**

The Purchasing and Contract Administration Division issued an Invitation to Bid for Supply of Plant Materials, ITB #24-09-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On January 29, 2024 the ITB was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to ninety-seven (97) prospective Offerors via the e-Procurement Marketplace.
- Nine (9) vendors viewed the documents of the ITB.
- On March 5, 2024 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed one (1) response. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- The one (1) Bidder, Gardening Angel Nursery, Inc. met all the requirements of the ITB. Also, Gardening Angel Nursery, Inc. met the City's Disadvantage Business Enterprise program as per Procurement Code Section 38-130. (Broward County, Office of Economic & Small Business Development - CBE).
- The Purchasing and Contract Administration Division discussed the response from Gardening Angel Nursery, Inc. with the Parks & Recreation staff and concluded that Gardening Angel Nursery, Inc. meets all the requirements of the ITB.
- Reference checks were conducted on Gardening Angel Nursery, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, Gardening Angel Nursery, Inc. is the one (1) responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Gardening Angel Nursery, Inc.

Please use this memorandum and all attachments as your backup for the next available Commission meeting.

Att. Bid Tabulation Sheet, Tabulation Summary, Scope of Services

1	Plant Material - Botanic Name: Acalypha wilkesiana 'Red'; Common Name: Copperleaf; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.65	\$2,825.00	
2	Plant Material - Botanic Name: Acalypha wilkesiana 'Red'; Common Name: Copperleaf; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.75	\$2,875.00	
3	Plant Material - Botanic Name: Chrysobalanus icaco 'Red Tip'; Common Name: Cocoplum; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.40	\$2,700.00	
4	Plant Material - Botanic Name: Chrysobalanus icaco 'Red Tip'; Common Name: Cocoplum; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.50	\$2,750.00	
5	Plant Material - Botanic Name: Codiaeum variegatum 'Mammey'; Common Name: Mammey Croton; Container Size: 3 gallon; Minimum Height: 18 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$4.90	\$2,450.00	
6	Plant Material - Botanic Name: Codiaeum variegatum 'Mammey'; Common Name: Mammey Croton; Container Size: 3 gallon; Minimum Height: 18 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.00	\$2,500.00	
7	Plant Material - Botanic Name: Ficus microcarpa 'Green Island'; Common Name: Green Island Ficus; Container Size: 3 gallon; Minimum Height: 10 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	5000	ea	\$4.50	\$22,500.00	
8	Plant Material - Botanic Name: Ficus microcarpa 'Green Island'; Common Name: Green Island Ficus; Container Size: 3 gallon; Minimum Height: 10 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	5000	ea	\$4.75	\$23,750.00	

9	Plant Material - Botanic Name: Ficus microcarpa 'Green Island'; Common Name: Green Island Ficus; Container Size: 7 gallon; Minimum Height: 18 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$19.00	\$19,000.00
10	Plant Material - Botanic Name: Ficus microcarpa 'Green Island'; Common Name: Green Island Ficus; Container Size: 7 gallon; Minimum Height: 18 inches; Delivery Method: Delivered as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$19.50	\$19,500.00
11	Plant Material - Botanic Name: Ixora 'Nora Grant'; Common Name: Nora Grant Ixora; Container Size: 3 gallon; Minimum Height: 18 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.40	\$2,700.00
12	Plant Material - Botanic Name: Ixora 'Nora Grant'; Common Name: Nora Grant Ixora; Container Size: 3 gallon; Minimum Height: 18 inches; Delivery Method: Delivered as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.50	\$2,750.00
13	Plant Material - Botanic Name: Ixora taiwanensis; Common Name: Dwarf Ixora; Container Size: 3 gallon; Minimum Height: 12 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$4.80	\$4,800.00
14	Plant Material - Botanic Name: Ixora taiwanensis; Common Name: Dwarf Ixora; Container Size: 3 gallon; Minimum Height: 12 inches; Delivery Method: Delivered as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$4.90	\$4,900.00
15	Plant Material - Botanical Name: Juniperus 'Parsonii'; Common Name: Parsonii Juniper; Container Size: 3 gallon; Minimum Height: 6 inches full; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1200	ea	\$5.65	\$6,780.00
16	Plant Material - Botanical Name: Juniperus 'Parsonii'; Common Name: Parsonii Juniper; Container Size: 3 gallon; Minimum Height: 6 inches full;				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1200	ea	\$5.75	\$6,900.00

17	Plant Material - Botanical Name:Muhlenbergia capillaris; Common Name: Muhly Grass; Container Size: 3 gallon; Minimum Height: 18 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$4.75	\$4,750.00
18	Plant Material - Botanical Name:Muhlenbergia capillaris; Common Name: Muhly Grass; Container Size: 3 gallon; Minimum Height: 18 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$4.75	\$4,750.00
19	Plant Material - Botanical Name:Muhlenbergia capillaris; Common Name: Muhly Grass; Container Size: 3 gallon; Minimum Height: 18 inches; Delivery Method: Delivered as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$4.75	\$4,750.00
20	Plant Material - Botanical Name:Nerium oleander 'Calypso'; Common Name: Oleander; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.65	\$2,825.00
21	Plant Material - Botanical Name: Nerium oleander 'Calypso'; Common Name: Oleander; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Delivered as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.75	\$2,875.00
22	Plant Material - Botanical Name: Podocarpus macrophyllus 'Maki'; Common Name: Japanese Yew; Container Size: 3 gallon; Minimum Height: 30 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.65	\$2,825.00
23	Plant Material - Botanical Name: Podocarpus macrophyllus 'Maki'; Common Name: Japanese Yew; Container Size: 3 gallon; Minimum Height: 30 inches; Delivery Method: Delivered as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.75	\$2,875.00 this product in 3 g size rarely reaches 30" height at purchase
24	Plant Material - Botanical Name: Podocarpus macrophyllus 'Maki'; Common Name: Japanese Yew; Container Size: 7 gallon; Minimum Height: 36 inches; Delivery Method: Picked-up as per bid documents.				
	Supplier	QTY	UOM	Unit Price	Extended Supplier Notes
	Gardening Angel Nursery, INC	2500	ea	\$16.75	\$41,875.00

25	Plant Material - Botanical Name: Podocarpus macrophyllus 'Maki'; Common Name: Japanese Yew; Container Size: 7 gallon; Minimum Height: 36 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	2500	ea	\$17.00	\$42,500.00	

26	Plant Material - Botanical Name: Schefflera arboricola 'Gold Capella'; Common Name: Gold Capella; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$4.65	\$2,325.00	

27	Plant Material - Botanical Name: Schefflera arboricola 'Gold Capella'; Common Name: Gold Capella; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$4.75	\$2,375.00	

28	Plant Material - Botanical Name: Schefflera arboricola 'Trinette'; Common Name: Trinette; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$4.90	\$2,450.00	

29	Plant Material - Botanical Name: Schefflera arboricola 'Trinette'; Common Name: Trinette; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.00	\$2,500.00	

30	Plant Material - Botanical Name: Liriope muscari 'Super Blue'; Common Name: Super Blue Liriope; Container Size: 1 gallon; Minimum Height: 6 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$3.40	\$3,400.00	

31	Plant Material - Botanical Name: Liriope muscari 'Super Blue'; Common Name: Super Blue Liriope; Container Size: 1 gallon; Minimum Height: 6 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	1000	ea	\$3.50	\$3,500.00	

32	Plant Material - Botanical Name: Microsorium scolopendrium; Common Name: Wart Fern; Container Size: 1 gallon; Minimum Height: 6 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	1500	ea	\$3.40	\$5,100.00	

33	Plant Material - Botanical Name: Microsorium scolopendrium; Common Name: Wart Fern; Container Size: 1 gallon; Minimum Height: 6 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	1500	ea	\$3.50	\$5,250.00	

34	Plant Material - Botanical Name: Impatiens 'Sunpatiens'; Common Name: Sunpatiens; Container Size: 4.5 inches; Minimum Height: 3 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	2000	ea	\$1.85	\$3,700.00	

35	Plant Material - Botanical Name: Impatiens 'Sunpatiens'; Common Name: Sunpatiens; Container Size: 4.5 inches; Minimum Height: 3 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	2000	ea	\$1.95	\$3,900.00	

36	Plant Material - Botanical Name: Pentas lanceolata; Common Name: Swarf Pentas; Container Size: 4.5 inches; Minimum Height: 3 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	2000	ea	\$1.25	\$2,500.00	

37	Plant Material - Botanical Name: Pentas lanceolata; Common Name: Swarf Pentas; Container Size: 4.5 inches; Minimum Height: 3 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	2000	ea	\$1.35	\$2,700.00	

38	Plant Material - Botanical Name: Conocarpus erectus ‘sericius’; Common Name: Silver Button Wood; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$4.90	\$2,450.00	

39	Plant Material - Botanical Name: Conocarpus erectus ‘sericius’; Common Name: Silver Button Wood; Container Size: 3 gallon; Minimum Height: 24 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	500	ea	\$5.00	\$2,500.00	

40	Plant Material - Botanical Name: Alternanthera ‘Little Ruby’; Common Name: Little Ruby; Container Size: 1 gallon; Minimum Height: 6 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	1500	ea	\$3.25	\$4,875.00	

41	Plant Material - Botanical Name: Alternanthera ‘Little Ruby’; Common Name: Little Ruby; Container Size: 1 gallon; Minimum Height: 6 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	1500	ea	\$3.25	\$4,875.00	

42	Plant Material - Botanical Name: Vinca; Common Name: Periwinkle; Container Size: 4.5 inches; Minimum Height: 3 inches; Delivery Method: Picked-up as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	2000	ea	\$1.25	\$2,500.00	

43	Plant Material - Botanical Name: Vinca; Common Name: Periwinkle; Container Size: 4.5 inches; Minimum Height: 3 inches; Delivery Method: Delivered as per bid documents.					
	Supplier	QTY	UOM	Unit Price	Extended	Supplier Notes
	Gardening Angel Nursery, INC	2000	ea	\$1.35	\$2,700.00	

Event Number	24-09-PC Addendum 1	Organization	City of Deerfield Beach
Event Title	Supply of Plant Materials	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed responses from	Event Owner	Paul Collette
Event Type	ITB (Commodity)	Email	pcollette@deerfield-beach.com
Issue Date	1/29/2024 11:25:48 PM (ET)	Phone	(954) 480-4418
Close Date	3/5/2024 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Gardening Angel Nursery, Inc.	Parkland	FL	2/19/2024 10:30:00 AM (ET)	43	\$299,305.00

City of Deerfield Beach
Supply of Plant Materials, ITB #24-09-BA

SCOPE OF SERVICES

1. GENERAL

Prices shall be provided for both pick-up at the Contractor's location by City representative(s) and delivered to the City of Deerfield Beach, 401B SW 4th Street, Deerfield Beach, FL 33441. Although the Bid Line Items identify plant material typically used by the City, additional plant material may be required during the contract period and prices will be requested on an "as-needed" basis. Reference the Bid Line Items for this ITB.

2. QUALITY

The City shall only accept Florida Grade #1 or better as described in the current Florida Department of Agriculture Grades and Standards for Nursery Plants. Prior to acceptance of any plant material it may be inspected by a City representative for compliance with this requirement.

3. WARRANTY

All plant material shall be healthy, vigorous, and free from insect and disease-related problems. In the event any of the plant materials supplied to the City do not conform to specifications the goods may be returned to the vendor at the vendor's expense and the purchase order cancelled. The City may require the vendor to replace the goods at the vendor's expense.

4. MINIMUM QUANTITY

The City shall request delivery of the plant materials on an "as-needed" basis in a minimum quantity of (200) each.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-144

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Nextran Corporation for the purchase of a container delivery truck in the amount of \$145,868.00, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0; providing for execution and an effective date. (Funds from Account #452-4551-534-60-41 - Solid Waste Capital Fund/Automotive Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Cost: \$145,868

Account Name: Solid Waste Capital Fund/Automotive Equipment

Account Number: 4524551-5346041

Background/History

Approximately two months ago, the City's container delivery and repair truck was placed out of service due to an engine failure, which resulted in further crankshaft failure.

With this equipment down, the Solid Waste division is currently unable to perform daily container deliveries, removals, exchanges, and container repairs. As an interim solution, we have been able to use one of the City's vendors, GT Supplies, who also repairs the City's dumpsters, once per week to help with these services. However, our customers are impacted as the once-per-week service is prioritized, and some customers are required to wait for their dumpster needs.

Replacing the engine is a time-intensive process. It could take months to receive parts and complete the installation.

Current Activity

The department has located a new unit available from Nextran Truck Centers for \$145,868 (see attached quote) with an 8-week lead time. The purchase will utilize The Florida Sheriffs Association Cooperative Purchasing Program and contract FSA23-VEH21.0. The department did not budget for this specific purchase. However, due to cost savings from our FY24 vehicle purchases, the Department has a budget surplus of \$418,846, which would be utilized to purchase this unit.

Recommendation

Staff recommends that the City Commission authorize the purchase of this vehicle.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO NEXTRAN CORPORATION FOR THE PURCHASE OF A CONTAINER DELIVERY TRUCK IN THE AMOUNT OF \$145,868.00, UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NO. FSA23-VEH21.0; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Department of Sustainable Management (the "Department") utilizes a container delivery and repair truck (the "Truck") to perform daily container deliveries, removals, exchanges, and container repairs; and

WHEREAS, due to the Truck's engine failure, which resulted in further crankshaft failure, the Truck was placed out of service; and

WHEREAS, due to the Truck being out of service, the Department has been utilizing one of the City's vendors, GT Supplies, who also repairs the City's dumpsters, once per week to assist with the Department's service needs; and

WHEREAS, even though this interim solution is being utilized, the City's customers are impacted as the once-per-week service is prioritized and certain City customer dumpster needs have been delayed; and

WHEREAS, the replacement of the Truck's engine is a time intensive process, which can take months to receive parts and complete installation; and

WHEREAS, in order to resolve this operational issue, the Department has determined it is necessary to purchase a new container truck; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases; and

WHEREAS, the City is seeking to contract with Nextran Corporation ("Nextran") for the purchase of one C8000 American Container Handler with Rotator ("Container Handler Truck") utilizing the terms of the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0 effective October 1, 2023 through September 30, 2024 (the "FSA Contract"); and

WHEREAS, Nextran has agreed to provide the Container Handler Truck to the City based upon the FSA Contract attached as Exhibit "1", for a cost of \$145,868.00; and

WHEREAS, staff has confirmed that the FSA Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order to Nextran for the purchase of the Container Handler Truck utilizing the terms of the FSA Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the issuance of a Purchase Order to Nextran for the purchase of one Container Handler Truck in the total amount of \$145,868.00, utilizing the terms of the FSA Contract.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Final Award Contract Packet



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from 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. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Current Contract Prices

Item #	Item Group	Item	Model #	Link
1	Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis	Endera B-Series	B-Series	https://www.myvendorlink.com/external/award?s=152477&i=1
2	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Bluebird Vision Electric	Vision Electric	https://www.myvendorlink.com/external/award?s=152477&i=2
3	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Bluebird All-American Electric	T3RE	https://www.myvendorlink.com/external/award?s=152477&i=3
5	Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis	Phoenix Motorcars Z600 Type A School Bus	Z600	https://www.myvendorlink.com/external/award?s=152477&i=5
6	Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis	BYD The Dreamer	Type D Electric School Bus	https://www.myvendorlink.com/external/award?s=152477&i=6
7	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	Endera B-Series	B-Series	https://www.myvendorlink.com/external/award?s=152477&i=7
8	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	Starcraft Allstar	Allstar	https://www.myvendorlink.com/external/award?s=152477&i=8
9	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	Bluebird Vision	Vision	https://www.myvendorlink.com/external/award?s=152477&i=9
11	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	Starcraft Allstar	Allstar	https://www.myvendorlink.com/external/award?s=152477&i=11
12	Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis	Bluebird T3RE	T3RE	https://www.myvendorlink.com/external/award?s=152477&i=12
13	Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis	Bluebird T3FE	T3FE	https://www.myvendorlink.com/external/award?s=152477&i=13
14	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Kenworth T680E	T680E	https://www.myvendorlink.com/external/award?s=152477&i=14
15	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Peterbilt 579EV	579EV	https://www.myvendorlink.com/external/award?s=152477&i=15
16	Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor	Volvo VNR	VNR	https://www.myvendorlink.com/external/award?s=152477&i=16
18	Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2	International EMV	MV60E	https://www.myvendorlink.com/external/award?s=152477&i=18
19	Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2	Mack MD7 Electric	MDe7	https://www.myvendorlink.com/external/award?s=152477&i=19
20	Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2	Battle Motors LNT	LNT	https://www.myvendorlink.com/external/award?s=152477&i=20
21	Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2	Peterbilt 220EV	220	https://www.myvendorlink.com/external/award?s=152477&i=21
23	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Crew Cab	W5G	https://www.myvendorlink.com/external/award?s=152477&i=23
24	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Super Cab	X5G	https://www.myvendorlink.com/external/award?s=152477&i=24
25	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-600 Super Cab	F6K	https://www.myvendorlink.com/external/award?s=152477&i=25
26	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Ford F-550 Regular Cab	F5G	https://www.myvendorlink.com/external/award?s=152477&i=26
27	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	International CV	515	https://www.myvendorlink.com/external/award?s=152477&i=27
28	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Kenworth T180	T180	https://www.myvendorlink.com/external/award?s=152477&i=28
29	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2	Peterbilt 535	535	https://www.myvendorlink.com/external/award?s=152477&i=29
31	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Super Cab	X5H	https://www.myvendorlink.com/external/award?s=152477&i=31
32	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Crew Cab	W5H	https://www.myvendorlink.com/external/award?s=152477&i=32
33	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-550 Regular Cab	F5H	https://www.myvendorlink.com/external/award?s=152477&i=33
34	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	Ford F-600 Regular Cab	F6L	https://www.myvendorlink.com/external/award?s=152477&i=34
35	Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4	International CV	515	https://www.myvendorlink.com/external/award?s=152477&i=35
36	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Ford F-650 Regular Cab	F6D	https://www.myvendorlink.com/external/award?s=152477&i=36
37	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Freightliner M2	106	https://www.myvendorlink.com/external/award?s=152477&i=37
38	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Hino L6	L6	https://www.myvendorlink.com/external/award?s=152477&i=38
39	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	International MV	607	https://www.myvendorlink.com/external/award?s=152477&i=39
40	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Kenworth T280	T280	https://www.myvendorlink.com/external/award?s=152477&i=40
41	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Mack MD6	MD6	https://www.myvendorlink.com/external/award?s=152477&i=41
42	Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2	Peterbilt 536	536	https://www.myvendorlink.com/external/award?s=152477&i=42
43	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Ford F-750 Regular Cab	F7D	https://www.myvendorlink.com/external/award?s=152477&i=43
44	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Freightliner M2	106	https://www.myvendorlink.com/external/award?s=152477&i=44
45	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Hino L7	L7	https://www.myvendorlink.com/external/award?s=152477&i=45
46	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	International MV	607	https://www.myvendorlink.com/external/award?s=152477&i=46
47	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Kenworth T380	T380	https://www.myvendorlink.com/external/award?s=152477&i=47
48	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Mack MD7	MD7	https://www.myvendorlink.com/external/award?s=152477&i=48
49	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Peterbilt 537	537	https://www.myvendorlink.com/external/award?s=152477&i=49
50	Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2	Western Star 47X	47X	https://www.myvendorlink.com/external/award?s=152477&i=50
51	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Freightliner M2	112	https://www.myvendorlink.com/external/award?s=152477&i=51
52	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	International HV	613	https://www.myvendorlink.com/external/award?s=152477&i=52
53	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	International HX	62F	https://www.myvendorlink.com/external/award?s=152477&i=53
54	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Kenworth T880	T880	https://www.myvendorlink.com/external/award?s=152477&i=54
55	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Mack AN or G Series	AN or G Series	https://www.myvendorlink.com/external/award?s=152477&i=55
56	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Peterbilt 567	567	https://www.myvendorlink.com/external/award?s=152477&i=56
57	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Volvo V Series	V Series	https://www.myvendorlink.com/external/award?s=152477&i=57
58	Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6	Western Star 47X	47X	https://www.myvendorlink.com/external/award?s=152477&i=58
59	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Freightliner M2	112	https://www.myvendorlink.com/external/award?s=152477&i=59
60	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	International HX	62F	https://www.myvendorlink.com/external/award?s=152477&i=60
61	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	International HV	613	https://www.myvendorlink.com/external/award?s=152477&i=61
62	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Kenworth T880	T880	https://www.myvendorlink.com/external/award?s=152477&i=62
63	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Mack AN or G Series	AN or G Series	https://www.myvendorlink.com/external/award?s=152477&i=63
64	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Peterbilt 5671	5671	https://www.myvendorlink.com/external/award?s=152477&i=64
65	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Volvo V Series	V Series	https://www.myvendorlink.com/external/award?s=152477&i=65
66	Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6	Western Star 49X	49X	https://www.myvendorlink.com/external/award?s=152477&i=66
67	Cab and Chassis: Tilt Cab (DRW) 4x2	Battle Motors LNT	LNT-21	https://www.myvendorlink.com/external/award?s=152477&i=67
68	Cab and Chassis: Tilt Cab (DRW) 4x2	Isuzu NPR-HD	N3F1	https://www.myvendorlink.com/external/award?s=152477&i=68
69	Cab and Chassis: Tilt Cab (DRW) 4x2	Isuzu FTR Chassis	MT1/G1	https://www.myvendorlink.com/external/award?s=152477&i=69
70	Cab and Chassis: Tilt Cab (DRW) 4x2	Kenworth K270	K270	https://www.myvendorlink.com/external/award?s=152477&i=70
71	Cab and Chassis: Tilt Cab (DRW) 4x2	Peterbilt 2201	220	https://www.myvendorlink.com/external/award?s=152477&i=71
76	Mobile Command Unit/Critical Response Unit	Frontline Communications CRU-22	CRU-22	https://www.myvendorlink.com/external/award?s=152477&i=76

78	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Battle Motors LET II	LET II	https://www.myvendorlink.com/external/award?s=152477&i=78
80	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Mack Mack LR Electric	Mack LR Electric	https://www.myvendorlink.com/external/award?s=152477&i=80
81	Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Peterbilt 520EV	520EV	https://www.myvendorlink.com/external/award?s=152477&i=81
82	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Autocar ACX64	ACX64	https://www.myvendorlink.com/external/award?s=152477&i=82
83	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Battle Motors LET2	LET2-44	https://www.myvendorlink.com/external/award?s=152477&i=83
85	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Mack TE Series	TE Series	https://www.myvendorlink.com/external/award?s=152477&i=85
86	Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)	Peterbilt 520	520	https://www.myvendorlink.com/external/award?s=152477&i=86
87	Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck	Broyhill TD3.6	TD3.6	https://www.myvendorlink.com/external/award?s=152477&i=87
88	Tactical Armored Vehicles	Terradyne Gurkha MPV	Gurkha MPV	https://www.myvendorlink.com/external/award?s=152477&i=88
89	Terminal Tractor	Autocar ACTT42	ACTT42	https://www.myvendorlink.com/external/award?s=152477&i=89
90	Terminal Tractor	Kalmar Ottawa T2	71056	https://www.myvendorlink.com/external/award?s=152477&i=90
91	Terminal Tractor	Kalmar Ottawa T2 4x2 Offroad	71055	https://www.myvendorlink.com/external/award?s=152477&i=91
92	Terminal Tractor	Tico Pro-Spotter	Pro-Spotter	https://www.myvendorlink.com/external/award?s=152477&i=92
93	Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis	StarTrans The Senator II	Senator SII 22	https://www.myvendorlink.com/external/award?s=152477&i=93
94	Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis	StarTrans The Senator II HD	Senator HD 28	https://www.myvendorlink.com/external/award?s=152477&i=94

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Final Award Report

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis**Item:** 1, Endera, B-Series, B-Series**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$310,740.00	Build	Options
	Alternate	Creative Bus Sales, Inc.	\$317,189.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 2, Bluebird, Vision Electric, Vision Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$403,309.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 3, Bluebird, All-American Electric, T3RE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$421,854.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

Item: 5, Phoenix Motorcars, Z600 Type A School Bus, Z600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Northern	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Central	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Southern	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

Item: 6, BYD, The Dreamer, Type D Electric School Bus

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	\$437,332.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis**Item:** 7, Endera, B-Series, B-Series**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$118,877.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 8, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	\$79,085.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 93, StarTrans, The Senator II, Senator SII 22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	\$102,622.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis**Item:** 9, Bluebird, Vision, Vision**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$143,750.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$143,450.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$143,450.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$143,750.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 11, Starcraft, Allstar, Allstar

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options
Northern	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options
Central	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options
Southern	Primary	Creative Bus Sales, Inc.	\$140,137.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

Item: 94, StarTrans, The Senator II HD, Senator HD 28

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options
Northern	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options
Central	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options
Southern	Primary	Matthews Bus Alliance Inc.	\$147,140.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis**Item:** 12, Bluebird, T3RE, T3RE**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$175,832.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$175,532.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$175,532.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$175,832.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Item: 13, Bluebird, T3FE, T3FE

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$157,829.00	Build	
Northern	Primary	Florida Transportation Systems, Inc.	\$157,629.00	Build	
Central	Primary	Florida Transportation Systems, Inc.	\$157,629.00	Build	
Southern	Primary	Florida Transportation Systems, Inc.	\$157,829.00	Build	

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor**Item:** 14, Kenworth, T680E, T680E**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$467,936.00	Build	Options
Central	Primary	Florida Kenworth, LLC	\$471,912.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$500,286.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$471,912.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$500,286.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 15, Peterbilt, 579EV, 579EV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$516,074.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$516,074.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$516,074.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$484,000.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

Item: 16, Volvo, VNR, VNR

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$409,688.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$409,688.00	Build	Options
Central	Primary	Nextran Truck Centers	\$409,688.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$409,688.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2**Item:** 18, International, EMV, MV60E**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$272,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$270,000.00	Build	Options
Central	Primary	Cumberland International Trucks of Florida	\$270,000.00	Build	Options
	Alternate	Sun State International Trucks	\$270,250.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$270,677.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2

Item: 19, Mack, MD7 Electric, MDe7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$242,926.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$242,926.00	Build	Options
Central	Primary	Nextran Truck Centers	\$242,926.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$242,926.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2**Item:** 20, Battle Motors, LNT, LNT**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	All Roads Kenworth, LLC.	\$428,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	\$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options
Northern	Primary	All Roads Kenworth, LLC.	\$426,600.00	Build	Options
	Alternate	Container Systems & Equipment Co., Inc.	\$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$437,500.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$423,600.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$536,127.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2**Item:** 21, Peterbilt, 220EV, 220**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$360,338.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$360,338.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$360,338.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$358,082.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 23, Ford, F-550 Crew Cab, W5G**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,305.00	Build	Options
	Alternate	Duval Ford LLC	\$60,569.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,080.00	Build	Options
	Alternate	Duval Ford LLC	\$60,359.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,855.00	Build	Options
	Alternate	Duval Ford LLC	\$60,449.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,855.00	Build	Options
	Alternate	Duval Ford LLC	\$60,594.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 24, Ford, F-550 Super Cab, X5G**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,905.00	Build	Options
	Alternate	Duval Ford LLC	\$60,166.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,680.00	Build	Options
	Alternate	Duval Ford LLC	\$59,956.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,455.00	Build	Options
	Alternate	Duval Ford LLC	\$60,046.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$59,455.00	Build	Options
	Alternate	Duval Ford LLC	\$60,191.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 25, Ford, F-600 Super Cab, F6K**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,492.00	Build	Options
	Alternate	Duval Ford LLC	\$61,765.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,267.00	Build	Options
	Alternate	Duval Ford LLC	\$61,555.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,042.00	Build	Options
	Alternate	Duval Ford LLC	\$61,645.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$61,042.00	Build	Options
	Alternate	Duval Ford LLC	\$61,790.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 26, Ford, F-550 Regular Cab, F5G

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Duval Ford LLC	\$58,437.00	Build	Options
Northern	Primary	Duval Ford LLC	\$58,227.00	Build	Options
Central	Primary	Duval Ford LLC	\$58,317.00	Build	Options
Southern	Primary	Duval Ford LLC	\$58,462.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 27, International, CV, 515**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$67,400.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$66,400.00	Build	Options
Central	Primary	Sun State International Trucks	\$66,275.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$66,400.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$66,373.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 28, Kenworth, T180, T180

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$95,559.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$95,909.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$95,909.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2**Item:** 29, Peterbilt, 535, 535**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$104,352.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$104,352.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$104,352.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$106,067.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 31, Ford, F-550 Super Cab, X5H**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,665.00	Build	Options
	Alternate	Duval Ford LLC	\$62,788.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,440.00	Build	Options
	Alternate	Duval Ford LLC	\$62,578.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,215.00	Build	Options
	Alternate	Duval Ford LLC	\$62,668.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$62,215.00	Build	Options
	Alternate	Duval Ford LLC	\$62,813.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 32, Ford, F-550 Crew Cab, W5H**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,464.00	Build	Options
	Alternate	Duval Ford LLC	\$63,752.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,239.00	Build	Options
	Alternate	Duval Ford LLC	\$63,542.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,014.00	Build	Options
	Alternate	Duval Ford LLC	\$63,632.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,014.00	Build	Options
	Alternate	Duval Ford LLC	\$63,777.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 33, Ford, F-550 Regular Cab, F5H**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,810.00	Build	Options
	Alternate	Duval Ford LLC	\$61,078.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,585.00	Build	Options
	Alternate	Duval Ford LLC	\$60,868.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,360.00	Build	Options
	Alternate	Duval Ford LLC	\$60,958.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$60,360.00	Build	Options
	Alternate	Duval Ford LLC	\$61,103.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 34, Ford, F-600 Regular Cab, F6L**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$64,113.00	Build	Options
	Alternate	Duval Ford LLC	\$64,406.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,888.00	Build	Options
	Alternate	Duval Ford LLC	\$64,196.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,663.00	Build	Options
	Alternate	Duval Ford LLC	\$64,286.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$63,663.00	Build	Options
	Alternate	Duval Ford LLC	\$64,431.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4**Item:** 35, International, CV, 515**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$71,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$69,995.00	Build	Options
Central	Primary	Sun State International Trucks	\$69,875.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$69,995.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$70,178.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 36, Ford, F-650 Regular Cab, F6D**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$68,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$67,547.00	Build	Options
	Alternate	BOZARD FORD	\$70,751.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 37, Freightliner, M2, 106**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC Tampa Truck Center	\$76,300.00	Build	Options
	Alternate		\$77,529.00	Build	Options
Northern	Primary	SBL Freightliner, LLC Tampa Truck Center	\$76,900.00	Build	Options
	Alternate		\$77,529.00	Build	Options
Central	Primary	SBL Freightliner, LLC Tampa Truck Center	\$76,300.00	Build	Options
	Alternate		\$77,529.00	Build	Options
Southern	Primary	SBL Freightliner, LLC Tampa Truck Center	\$75,900.00	Build	Options
	Alternate		\$77,529.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 38, Hino, L6, L6**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options
	Alternate	Nextran Truck Centers	\$80,036.00	Build	Options
Central	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	\$76,024.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 39, International, MV, 607**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$80,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$79,500.00	Build	Options
Central	Primary	Sun State International Trucks	\$79,425.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$79,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$79,964.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2**Item:** 40, Kenworth, T280, T280**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$102,073.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$97,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$98,667.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$97,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$98,667.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 41, Mack, MD6, MD6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$83,676.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$83,676.00	Build	Options
Central	Primary	Nextran Truck Centers	\$83,676.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$83,676.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

Item: 42, Peterbilt, 536, 536

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$107,305.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$107,305.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$107,305.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$109,703.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 43, Ford, F-750 Regular Cab, F7D**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$70,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$69,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$69,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$69,163.00	Build	Options
	Alternate	BOZARD FORD	\$72,136.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 44, Freightliner, M2, 106**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$77,329.00	Build	Options
	Alternate	Orlando Freightliner	\$77,354.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$77,500.00	Build	Options
Northern	Primary	Orlando Freightliner	\$77,074.00	Build	Options
	Alternate	Tampa Truck Center	\$77,329.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$77,900.00	Build	Options
Central	Primary	Orlando Freightliner	\$76,774.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$77,300.00	Build	Options
	Alternate	Tampa Truck Center	\$77,329.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$76,900.00	Build	Options
	Alternate	Tampa Truck Center	\$77,329.00	Build	Options
	Alternate	Orlando Freightliner	\$77,354.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 45, Hino, L7, L7**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options
Northern	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,939.00	Build	Options
Central	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options
Southern	Primary	TRUCKMAX, INC.	\$79,255.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 46, International, MV, 607**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$81,950.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$80,950.00	Build	Options
Central	Primary	Sun State International Trucks	\$80,875.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$80,950.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$81,255.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2**Item:** 47, Kenworth, T380, T380**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$102,925.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$98,800.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$101,463.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$98,800.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$101,463.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 48, Mack, MD7, MD7

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$88,890.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$88,890.00	Build	Options
Central	Primary	Nextran Truck Centers	\$88,890.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$88,890.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 49, Peterbilt, 537, 537

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$111,720.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$111,720.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$111,720.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$115,029.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

Item: 50, Western Star, 47X, 47X

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$107,400.00	Build	Options
Northern	Primary	Tampa Truck Center	\$107,400.00	Build	Options
Central	Primary	Tampa Truck Center	\$107,400.00	Build	Options
Southern	Primary	Tampa Truck Center	\$107,400.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 51, Freightliner, M2, 112**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	\$107,300.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$110,490.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	\$107,900.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$110,490.00	Build	Options
Central	Primary	SBL Freightliner, LLC	\$107,300.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$109,910.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$105,900.00	Build	Options
	Alternate	Tampa Truck Center	\$108,611.00	Build	Options
	Alternate	Orlando Freightliner	\$110,490.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 52, International, HV, 613**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$115,850.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$114,850.00	Build	Options
Central	Primary	Sun State International Trucks	\$114,795.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$114,850.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$115,449.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 53, International, HX, 62F**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$132,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$131,500.00	Build	Options
Central	Primary	Sun State International Trucks	\$131,374.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$131,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$132,500.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 54, Kenworth, T880, T880**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$142,390.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$142,158.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$146,784.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$142,158.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$146,784.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 55, Mack, AN or G Series, AN or G Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$130,462.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$130,462.00	Build	Options
Central	Primary	Nextran Truck Centers	\$130,462.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$130,462.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 56, Peterbilt, 567, 567**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$161,416.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$161,416.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$161,416.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$163,188.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

Item: 57, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$131,706.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$131,706.00	Build	Options
Central	Primary	Nextran Truck Centers	\$131,706.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$131,706.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6**Item:** 58, Western Star, 47X, 47X**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$126,224.00	Build	Options
	Alternate	Orlando Freightliner	\$128,566.00	Build	Options
Northern	Primary	Orlando Freightliner	\$129.00	Build	Options
	Alternate	Tampa Truck Center	\$126,224.00	Build	Options
Central	Primary	Tampa Truck Center	\$126,224.00	Build	Options
	Alternate	Orlando Freightliner	\$127,986.00	Build	Options
Southern	Primary	Tampa Truck Center	\$126,244.00	Build	Options
	Alternate	Orlando Freightliner	\$128,566.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 59, Freightliner, M2, 112**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$102,400.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options
Northern	Primary	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$103,400.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options
Central	Primary	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$102,400.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$101,200.00	Build	Options
	Alternate	Orlando Freightliner	\$101,978.00	Build	Options
	Alternate	Tampa Truck Center	\$106,903.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 60, International, HX, 62F**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$129,500.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$128,500.00	Build	Options
Central	Primary	Sun State International Trucks	\$128,437.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$128,500.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$128,917.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 61, International, HV, 613**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Cumberland International Trucks of Florida	\$115,000.00	Build	Options
Northern	Primary	Cumberland International Trucks of Florida	\$114,000.00	Build	Options
Central	Primary	Sun State International Trucks	\$113,963.00	Build	Options
	Alternate	Cumberland International Trucks of Florida	\$114,000.00	Build	Options
Southern	Primary	Rechtien International Trucks	\$115,493.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 62, Kenworth, T880, T880**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Truckworx Kenworth	\$173,342.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$146,040.00	Build	Options
Central	Primary	All Roads Kenworth, LLC.	\$141,729.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$142,927.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$141,729.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$142,927.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 63, Mack, AN or G Series, AN or G Series**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$137,308.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$137,308.00	Build	Options
Central	Primary	Nextran Truck Centers	\$137,308.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$137,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 64, Peterbilt, 5671, 5671

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$161,015.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$161,015.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$161,015.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$165,308.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

Item: 65, Volvo, V Series, V Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$132,979.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$132,979.00	Build	Options
Central	Primary	Nextran Truck Centers	\$132,979.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$132,979.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6**Item:** 66, Western Star, 49X, 49X**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Orlando Freightliner	\$123,930.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$144,599.00	Build	Options
Northern	Primary	Orlando Freightliner	\$123,930.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$144,599.00	Build	Options
Central	Primary	Orlando Freightliner	\$123,350.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$144,599.00	Build	Options
Southern	Primary	Orlando Freightliner	\$123,930.00	Build	Options
	Alternate	Tampa Truck Center	\$126,840.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$137,599.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2**Item:** 67, Battle Motors, LNT, LNT-21**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$174,741.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$177,207.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$174,741.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$177,207.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$174,741.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$177,207.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2**Item:** 68, Isuzu, NPR-HD, N3F1**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$48,136.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$49,678.00	Build	Options
	Alternate	Nextran Truck Centers	\$52,014.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Cab and Chassis: Tilt Cab (DRW) 4x2**Item:** 69, Isuzu, FTR Chassis, MT1/G1**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options
Northern	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options
Central	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options
Southern	Primary	DeLand Truck Center, Inc.	\$75,915.00	Build	Options
	Alternate	TRUCKMAX ISUZU	\$78,745.00	Build	Options
	Alternate	Nextran Truck Centers	\$81,075.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 70, Kenworth, K270, K270

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western					
Northern	Primary	Kenworth of Jacksonville	\$99,510.00	Build	Options
Central	Primary	Florida Kenworth, LLC	\$96,870.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$99,516.00	Build	Options
Southern	Primary	Florida Kenworth, LLC	\$96,870.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$99,516.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Cab and Chassis: Tilt Cab (DRW) 4x2

Item: 71, Peterbilt, 2201, 220

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$119,856.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$119,856.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$119,856.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$122,502.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Mobile Command Unit/Critical Response Unit

Item: 76, Frontline Communications, CRU-22, CRU-22

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options
Northern	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options
Central	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options
Southern	Primary	Ten-8 Fire & Safety, LLC	\$340,095.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 78, Battle Motors, LET II, LET II**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$466,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$435,000.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$463,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$435,000.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$460,590.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$537,981.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 80, Mack, Mack LR Electric, Mack LR Electric

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$486,414.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$486,414.00	Build	Options
Central	Primary	Nextran Truck Centers	\$486,414.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$486,414.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 81, Peterbilt, 520EV, 520EV**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$513,746.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$513,746.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$513,746.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$509,545.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 82, Autocar, ACX64, ACX64**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$197,815.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$210,974.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$196,415.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$210,974.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$194,915.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$209,974.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	\$194,215.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$206,413.00	Build	Options
	Alternate	Florida Kenworth, LLC	\$209,974.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 83, Battle Motors, LET2, LET2-44**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Container Systems & Equipment Co., Inc.	\$208,325.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options
Northern	Primary	Container Systems & Equipment Co., Inc.	\$208,325.00	Build	Options
	Alternate	All Roads Kenworth, LLC.	\$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options
Central	Primary	Container Systems & Equipment Co., Inc.	\$208,325.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options
Southern	Primary	All Roads Kenworth, LLC.	\$209,939.00	Build	Options
	Alternate	TRUCKMAX, INC.	\$293,575.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

Item: 85, Mack, TE Series, TE Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Nextran Truck Centers	\$175,311.00	Build	Options
Northern	Primary	Nextran Truck Centers	\$175,311.00	Build	Options
Central	Primary	Nextran Truck Centers	\$175,311.00	Build	Options
Southern	Primary	Nextran Truck Centers	\$175,311.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)**Item:** 86, Peterbilt, 520, 520**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Northern	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Central	Primary	Rush Truck Centers of Florida, Inc.	\$206,815.00	Build	Options
Southern	Primary	The Peterbilt Store South Florida LLC	\$209,896.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

Item: 87, Broyhill, TD3.6, TD3.6

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options
Northern	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options
Central	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options
Southern	Primary	Broyhill Equipment LLC	\$244,183.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Tactical Armored Vehicles

Item: 88, Terradyne, Gurkha MPV, Gurkha MPV

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Terradyne Armored Vehicles Inc.	\$217,721.00	Build	Options
Northern	Primary	Terradyne Armored Vehicles Inc.	\$217,721.00	Build	Options
Central	Primary	Terradyne Armored Vehicles Inc.	\$218,221.00	Build	Options
Southern	Primary	Terradyne Armored Vehicles Inc.	\$218,721.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Terminal Tractor**Item:** 89, Autocar, ACTT42, ACTT42**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern States ToyotaLift	\$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$151,389.00	Build	Options
Northern	Primary	Southern States ToyotaLift	\$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$151,389.00	Build	Options
Central	Primary	Southern States ToyotaLift	\$142,995.00	Build	Options
	Alternate	SBL Freightliner, LLC	\$149,389.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	\$147,389.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Terminal Tractor**Item:** 90, Kalmar Ottawa, T2, 71056**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$139,341.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$139,240.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options
Central	Primary	Kenworth of Jacksonville	\$139,442.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	\$139,643.00	Build	Options
	Alternate	Rechtien International Trucks	\$146,959.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Terminal Tractor**Item:** 91, Kalmar Ottawa, T2 4x2 Offroad, 71055**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Kenworth of Jacksonville	\$135,551.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options
Northern	Primary	Kenworth of Jacksonville	\$135,450.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options
Central	Primary	Kenworth of Jacksonville	\$135,652.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options
Southern	Primary	Kenworth of Jacksonville	\$135,853.00	Build	Options
	Alternate	Rechtien International Trucks	\$144,950.00	Build	Options

Bid Award**Contract:** FSA23-VEH21.0, Heavy Trucks and Buses**Group:** Terminal Tractor**Item:** 92, Tico, Pro-Spotter, Pro-Spotter**Description:** Refer to Item Group Specifications PDF document for FSA Base Specifications.**Model Upgrade/Downgrade:**

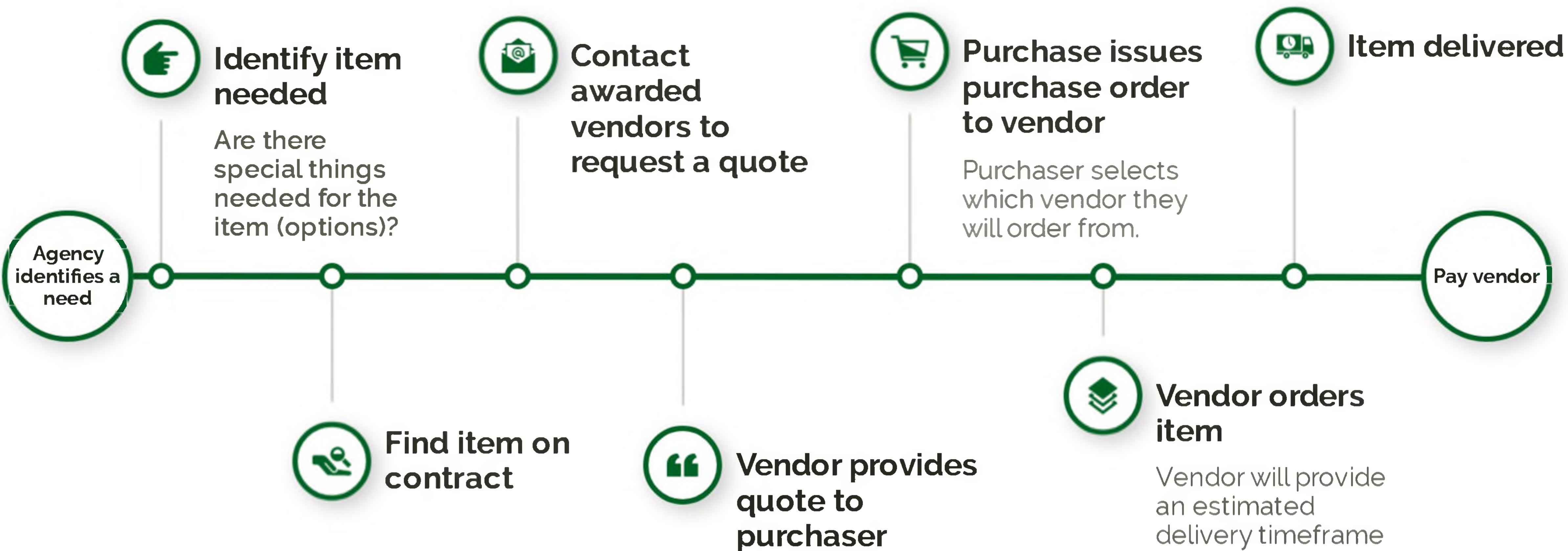
Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options
Northern	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options
Central	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options
Southern	Primary	Tampa Truck Center	\$141,106.00	Build	Options
	Alternate	Nacarato Trucks General Partnership	\$149,167.00	Build	Options

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses How to Order

How to Purchase



FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Awarded Vendor Contract Signature Pages



Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The following pages are the submitted contract signature pages from the awarded vendors. The contract signature page is submitted within the Bidder Qualification Packet for the bid. By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article and is in all respects fair and without collusion or fraud.

The bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required. The bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The contract signature page may be handwritten or signed digitally. The forms that contained a digital signature have been noted as such.



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name All Roads Kenworth, LLC

Business Address 2909 S Andrews Ave
Fort Lauderdale, FL 33316

Name of Authorized Agent Michael Crawford

Email address of authorized agent

Signature *Michael Crawford*

Date 08/17/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Bachrodt FT, LLC dba Palmetto Ford of Miami

Business Address 7245 NW 36th Street, Miami, FL. 33166

Name of Authorized Agent Charlie Rodgers

Email address of authorized agent crodgers@palmettofordtrucks.com

Signature

Date 08/23/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name BOZARD FORD CO.

Business Address 540 OUTLET MALL BLVD
ST. AUGUSTINE, FL 32084

Name of Authorized Agent JEFFREY EASON

Email address of authorized agent JEASON@BOZARD.COM

Signature

Date 08/29/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name BOZARD FORD CO.





CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Broyhill Equipment LLC

Business Address One North Market Square PO Box 475 Dakota City NE 68731-0475

Name of Authorized Agent Tammy Steemken

Email address of authorized agent tammy.steemken@broyhill.com

Signature

Date 08/21/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name
Broyhill Equipment LLC



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Container Systems & Equipment Co., Inc.

Business Address 506 Bellevue Av., Daytona Beach, FL 32114

Name of Authorized Agent William Young

Email address of authorized agent wguinnyoung@gmail.com

Signature

A handwritten signature in blue ink that reads "William Young". The signature is fluid and cursive, with the first name "William" and the last name "Young" clearly distinguishable.

Date August 25, 2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Model 1 Commercial Vehicles, Inc.

Business Address 8600 Atlantic Boulevard
Tallahassee, Florida

Name of Authorized Agent Nick Corley

Email address of authorized agent BidDepartment@Model1.com

Signature

Date 08/29/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Cumberland International Trucks of Florida, LLC

Business Address 2110 S. Division Ave
Orlando, FL 32805



Name of Authorized Agent Chuck Calhoun

Email address of authorized agent ccalhoun@cltte.com

Signature 
Date 9-21-23

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Cumberland International Trucks of Florida, LLC





CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Deland Truck Center, inc.

Business Address 1208 South Woodland Blvd.
Deland Florida 32720

Name of Authorized Agent Howard B. Williams

Email address of authorized agent howard@delandtruckcenter.com

Signature *Howard B. Williams*

Date 8/18/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses
Bidder Company Name Deland Truck Center, inc.



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name DUVAL FORD LLC

Business Address 1616 CASSAT AVE; JACKSONVILLE FL32210

Name of Authorized Agent RICHARD TACKETT

Email address of authorized agent RICHARD.TACKETT@DUVALFORD.COM

Signature 

Date 8/20/23



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Florida Kenworth, LLC.

Business Address 1800 North Orange Blossom Trail
Orlando, FL 32804

Name of Authorized Agent Matthew Peterson

Email address of authorized agent matt.peterson@csctruck.com

Signature

A handwritten signature in blue ink, appearing to read "Matthew Peterson".

Date 08/16/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name
Florida Kenworth, LLC.





CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Florida Transportation Systems, Inc.

Business Address 6041 Orient Road Tampa, Florida 33610

Name of Authorized Agent Robert Frick

Email address of authorized agent rfrick@fts4buses.com

Signature

Date 08/09/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name KENWORTH OF JACKSONVILLE

Business Address 1121 SUEMAC ROAD
JACKSONVILLE, FL 32254

Name of Authorized Agent ED COSTELLO

Email address of authorized agent edcostello@kwjax.com

Signature 

Date 08/28/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Matthews Bus Alliance Inc.

Business Address 4802 West Colonial Dr, Orlando, FL 32808

Name of Authorized Agent Glenn J Matthews

Email address of authorized agent gmatthews@matthewsbusesflorida.com

Signature

Date 8-24-2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name

Matthews Bus Alliance Inc.





CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Nacarato Truck Centers

Business Address 360 S Military Trl
West Palm Beach, FL 33411



Name of Authorized Agent Pat Daily COO

Email address of authorized agent pat.daily@nacarato.com

Signature

Date 8/17/23

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Nacarato Truck Centers





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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Nextran Truck Centers

Business Address 1986 West Beaver Street. Jacksonville, FL 32209

Name of Authorized Agent Anthony Abatecola

Email address of authorized agent Aabatecola@nextranusa.com

Signature

Date 08/22/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Phoenix Motorcars Leasing LLC DBA Phoenix Electric Sales

Business Address 1500 Lakeview Loop
Anaheim, CA 92807

Name of Authorized Agent Jose Paul

Email address of authorized agent josep@phoenixmotorcars.com

Signature

Date 08/30/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Orlando Freightliner

Business Address 2455 South Orange Blossom Trail Apopka Fl. 32703

Name of Authorized Agent Bob Scharpnick

Email address of authorized agent bscharpnick@orlandofreightliner.com

Signature

A handwritten signature in black ink, appearing to be "B Scharpnick", written over a horizontal line.

Date 08/07/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name The Peterbilt Store South Florida

Business Address 2441 S State Rd. 7 Ft. Lauderdale, Fl. 33317

Name of Authorized Agent Andy Hallums

Email address of authorized agent ahallums@thepetestore.com

Signature

Date 08/28/2023



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS, INC

Business Address 7227 NW 74th Avenue, Miami, FL 33166

Name of Authorized Agent Carlos Currlin

Email address of authorized agent ccurrlin@rechtien.com

Signature

A handwritten signature in blue ink, appearing to read "C. Currlin", is written over the signature line.

Date 07/31/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name RECHTIEN INTERNATIONAL TRUCKS, INC



CONTRACT SIGNATURE FORM

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FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Rush Truck Centers of Florida, Inc.

Business Address 8111 East Adamo Dr., Tampa, FL 33619

Name of Authorized Agent Wade Bosarge

Email address of authorized agent canadinep@rushenterprises.com

Signature

Date 09/06/2023



CONTRACT SIGNATURE FORM

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The Bidder further declares that no other persons other than the authorized agent herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making proposal for the same article, and is in all respects fair and without collusion or fraud.

The Bidder further declares that they have carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of materials required.

The Bidder further declares that they have provided a discount on all factory options included in this bid, and such discount will be included in all purchase orders.

The Bidder further declares that the company understands the financial responsibility associated with this bid as stated and further declares that it has the ability to meet the financial responsibility associated with this bid.

The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name SBL FREIGHTLINER, LLC

Business Address 2840 CENTER PORT CIRCLE POMPNAO BEACH FL 33064

Name of Authorized Agent DONALD MAHER

Email address of authorized agent DMAHER@FREIGHTLINERFL.COM

Signature

Date 08/07/2023



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Southern States ToyotaLift

Business Address 115 South 78th Street
Tampa FL 33619

Name of Authorized Agent Shane Polson

Email address of authorized agent spolson@sstlift.com

Signature

A handwritten signature in black ink, appearing to read "SPOLSON".

Date 08/23/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Southern States ToyotaLift





CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Sun State International Tucks, LLC

Business Address 6020 Adamo Drive

Name of Authorized Agent David Metcalf

Email address of authorized agent dave.metcalf@sunstateintl.com

Signature

A handwritten signature in cursive script that reads "David Metcalf".

Date 08/14/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name
Sun State International Tucks, LLC





CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses



Bidder Company Name Tampa Truck Center LLC

Business Address 7528 US HWY 301 N
Tampa, FL 33637

Name of Authorized Agent Scott Endris

Email address of authorized agent sendris@southporttruck.com

Signature

A handwritten signature in black ink that reads "Scott Endris".

Date 08/07/2023

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Tampa Truck Center LLC





CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Ten-8 Fire & Safety, LLC

Business Address 2950 59th Ave. Dr. E. Bradenton, FL 34203

Name of Authorized Agent Blake Ebben

Email address of authorized agent bebben@ten8fire.com

Signature

Date 08/07/2023



CONTRACT SIGNATURE FORM

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name [Terradyne Armored Vehicles Inc.](#)

Business Address [1-402 Mulock Drive, Newmarket, Ontario L3Y 9B8](#)

Name of Authorized Agent [Lucus Witzke](#)

Email address of authorized agent lucus.witzke@terradyneinc.com

Signature

Date 08/30/2023



CONTRACT SIGNATURE FORM

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA22-VEL30.0

Bidder Company Name TRUCKMAX ISUZU

Business Address 29020 South Dixie Hwy, Homestead, FL, 33033

Name of Authorized Agent GUILLERMO CHEZ

Email address of authorized agent MYTRUCKS101@GMAIL.COM

Signature

Date 08/04/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA22-VEL30.0

Bidder Company Name TRUCKMAX , INC

Business Address 6000 NW 77TH COURT, MIAMI, FLORIDA, 33166

Name of Authorized Agent GUILLERMO CHEZ

Email address of authorized agent MYTRUCKS101@GMAIL.COM

Signature

Date 08/04/2023



CONTRACT SIGNATURE FORM

By submitting a response to this Invitation to Bid and signing this form, the Bidder declares that he or she has read, and the company understands, accepts and will comply with the terms, conditions and specifications of this bid and any addenda issued. The failure or omission to review this document shall in no way relieve the authorized agent of obligations with respect to this bid. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this bid.

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The Bidder further declares that the company will furnish the items awarded for the price bid.

FSA Contract Number FSA23-VEH21.0: Heavy Trucks & Buses

Bidder Company Name Truckworx

Business Address 461 Sand Mine Rd
DeFuniak Springs, FL 32435

Name of Authorized Agent Rebecca Herrington

Email address of authorized agent rebeccac@truckworx.com

Signature

Date 08/08/2023

FSA Cooperative Purchasing Program



FSA23-VEH21.0: Heavy Trucks & Buses Terms & Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

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

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.29	FINANCIAL RESPONSIBILITY	13
1.30	QUALITY AND SAFETY	13
1.31	NONCONFORMANCE	14
1.32	GRATUITIES	14
1.33	TIE BIDS	14
1.34	RIGHT TO AUDIT.....	14
1.35	LICENSES AND PERMITS	15
1.36	PERFORMANCE BONDS.....	15
1.37	ELIMINATION FROM CONSIDERATION	15
1.38	INDEPENDENT PREPARATION.....	15
1.39	DEFAULT	16
1.40	PROTESTS AND ARBITRATION.....	16
1.41	NONPERFORMANCE	17
1.42	SEVERABILITY	18
1.43	TERMINATION FOR CAUSE.....	18
1.44	TERMINATION WITHOUT CAUSE	18
1.45	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO.....	19
2.0	BIDDER INSTRUCTIONS	20
2.01	QUALIFICATION	20
2.02	LICENSING AND FACILITIES	20
2.03	INSURANCE AND INDEMNIFICATION.....	21
2.04	SPECIFICATIONS	23
2.05	SEALED BIDS.....	23
2.06	MISTAKES	23
2.07	EXCEPTIONS	23
2.08	EQUIVALENTS.....	23
2.09	MANDATORY PRE-BID MEETING	24
2.10	PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID 24	
2.11	PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID	24

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.12	PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING	25
2.13	OPTION PRICING – EQUIPMENT INVITATION TO BID	26
2.14	OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID	27
2.15	EMERGENCY LIGHTS AND SIRENS	28
2.16	BID SUBMISSION	29
2.17	ZONE BIDDING	30
2.18	EXECUTION OF BID	30
2.19	MODIFICATION OR WITHDRAWALS OF BIDS	30
2.20	LATE BIDS	30
2.21	BID OPENING	30
2.22	DETERMINATION OF RESPONSIVENESS	31
2.23	RESPONSIBLE BIDDER CRITERIA	31
2.24	BASIS FOR AWARD	31
2.25	BID TABULATIONS	32
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT	32
2.27	CONE OF SILENCE	32
3.0	CONTRACT CONDITIONS	33
3.01	GENERAL REQUIREMENTS	33
3.02	STATEMENT OF AUTHORITY	33
3.03	VENDOR CONTACT INFORMATION	33
3.04	ADDITIONS OR DELETIONS	33
3.05	CONTRACT EXTENSION	33
3.06	PRICE ADJUSTMENT	34
3.07	CONDITIONS	34
3.08	PRODUCTION CUTOFF	35
3.09	FACILITIES	35
3.10	PURSUIT RATED VEHICLES & MOTORCYCLES	35
3.11	SPECIAL SERVICE VEHICLES	35
3.12	CAB AND CHASSIS PURCHASES	35

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13 FACTORY-INSTALLED OPTIONS 35

3.14 VENDOR-INSTALLED OPTIONS 36

3.15 NON-SCHEDULED OPTIONS 36

3.16 FORCE MAJEURE 36

3.17 PURCHASE ORDERS..... 36

3.18 REGISTRATION, TAG, AND TITLE 37

3.19 DELIVERY 37

3.20 INSPECTION AND ACCEPTANCE 38

3.21 INVOICING AND PAYMENTS..... 38

3.22 WARRANTY..... 39

3.23 QUARTERLY REPORTS 39

3.24 ADMINISTRATIVE FEE..... 39

3.25 LIQUIDATED DAMAGES..... 40

Appendix A: Zone Map..... 42

Appendix B. Bid Calendar..... 43

Appendix C: ACH Payments 45

Appendix D: Federal Clauses..... 46

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the 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 a resulting 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 CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the 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.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

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

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and 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.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract 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.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP 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 CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA 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 use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- 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 the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/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/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor 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.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

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

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least "Item Cost", be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

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. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

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

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

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 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

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 CPP.

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

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

the Invitation to Bid. 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.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP 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 CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the 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. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

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

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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 CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

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

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

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

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

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

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

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

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

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

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

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

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

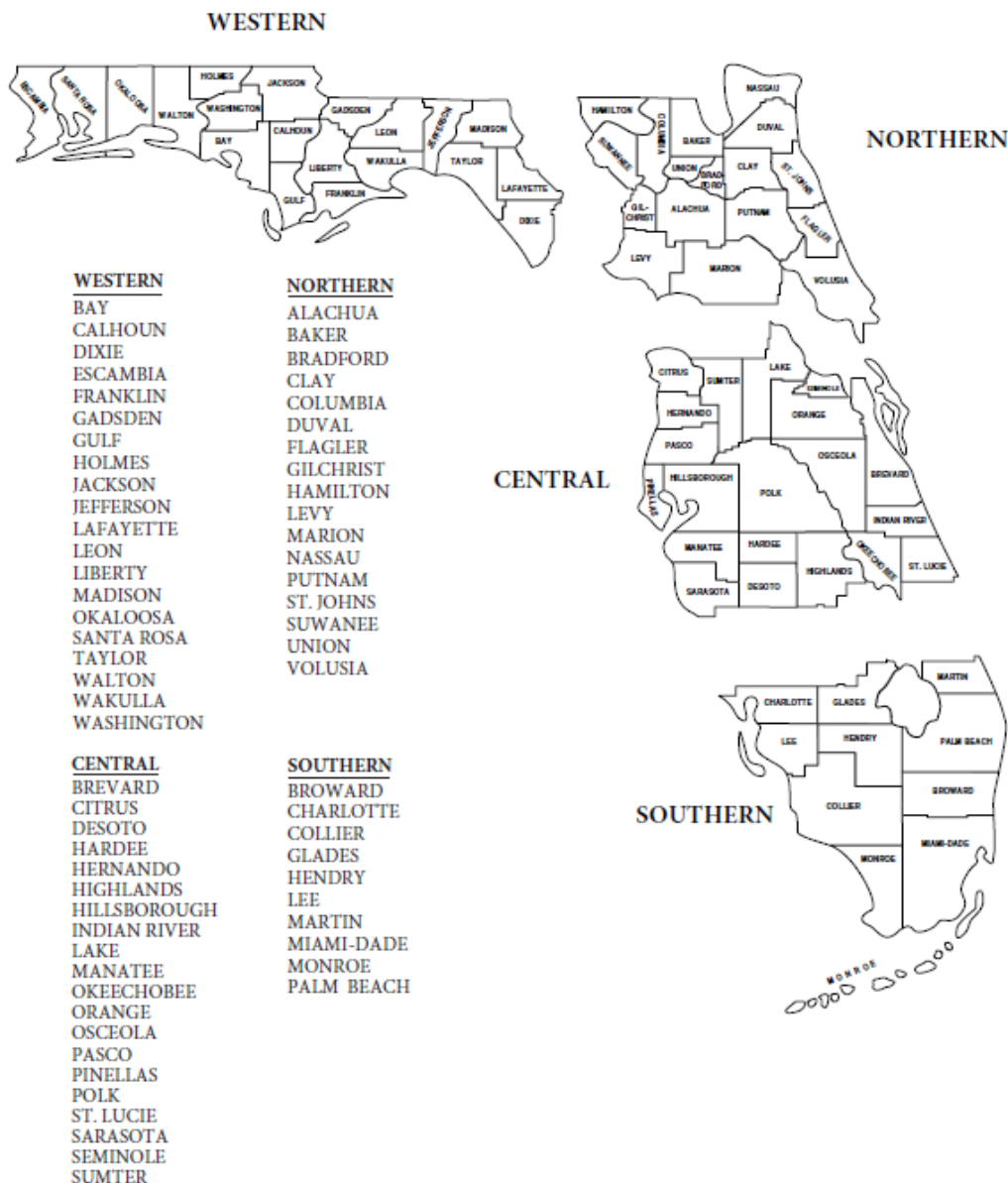
FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



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2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165

f: (850) 878-8665

www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account

Capital City Bank

Routing Number: 063100688

Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

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

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



FSA23-VEH21.0: Heavy Trucks and Buses Item Group Descriptions

Item Groups Summary

All bid items shall be built to manufacturer base specifications for the item or model number indicated and shall include all standard manufacturer equipment unless otherwise specified. If not already included in manufacturer base specifications, all vehicles shall include air conditioning. When requested by the purchaser, vendors must submit detailed specifications for the item and options offered. Vendors are responsible for providing a chassis (including front axle, rear axle, wheels, and tires) of sufficient GVWR to safely accommodate all options selected by the purchaser. In all areas of these specifications, bidders must comply with current Federal Motor Vehicle Safety Standards (FMVSS, where applicable), and National Highway Traffic Safety Administration (NHTSA) standards.

Buses

- Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis
- Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis
- Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis
- Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis
- Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis
- Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

Cab and Chassis Trucks

- Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor
 - Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2
 - Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4x2*
 - Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2
 - Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4
 - Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2
 - Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2
 - Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6
 - Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6
 - Cab and Chassis: Tilt Cab (DRW) 4x2
 - Mobile Command Unit/Critical Response Unit
 - Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)
 - Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)
 - Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck
 - Tactical Armored Vehicles
 - Terminal Tractor*
-



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

** Indicates new item group*



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Electric Motor: 160 kW, 215 hp minimum
- Batteries: 68 kW minimum
- GVWR: 14,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 19 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 20 to 52 Passenger Capacity Range, Conventional-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp minimum
- Batteries: 155 kW battery capacity minimum
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses Electric: 44 To 80 Passenger Capacity Range, Commercial-Type Chassis

FSA Item Group Description

- Electric Motor: 230 kW, 315 hp
- Batteries: 155 kW battery capacity (approximate)
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 44 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 14 to 25 Passenger Capacity Range, Van-Type Cutaway Chassis

FSA Item Group Description

- Engine: Gas
- Transmission: Automatic
- GVWR: 10,350 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 14 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 20 to 52 Passenger Capacity Range, Conventional Truck-Type Cutaway Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 6-speed automatic
- GVWR: 23,500 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 20 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 33 to 54 Passenger Capacity Range, Commercial-Type, Rear Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 33 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Buses: 36 to 52 Passenger Capacity Range, Commercial-Type, Front Engine Chassis

FSA Item Group Description

- Engine: 240 hp minimum, 6-cylinder diesel
- Transmission: Allison (or equivalent) 5-speed automatic
- GVWR: 36,000 lbs. (approximate, sized to meet passenger capacity)
- Passenger Seating: Seating for 36 passengers minimum



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: 54,000 lbs. GVWR 4x6 Semi Tractor

FSA Item Group Description

- Electric Motor: 340 kW, 455 hp minimum
- Transmission: 2-speed transmission, differential mounted
- Batteries: 375 kW storage capacity, frame mounted
- GVWR: 54,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: Tilt Cab 26,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Electric Motor: 250 kW, 355 hp minimum
- Transmission: Manufacturer's standard automatic transmission
- Batteries: 282 kW storage capacity
- GVWR: 26,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks Electric: Conventional Cab 33,000 lbs. GVWR (DRW) 4X2

FSA Item Group Description

- Electric Motor: 260 hp (peak) 185 (continuous)
- Transmission: Direct drive (no transmission)
- Batteries: 210 kW battery pack
- GVWR: 33,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x4

FSA Item Group Description

- Engine: Diesel engine, minimum 190 hp
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 17,500 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 25,500 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 25,500 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 30,000 lbs. GVWR (DRW) 4x2

FSA Item Group Description

- Engine: Diesel engine, minimum 200 hp
- Transmission: Manufacturers standard automatic transmission or approved equivalent (with PTO provision)
- GVWR: 30,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 52,000 lbs. GVWR Semi Tractor 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis Trucks: 52,000 lbs. GVWR Truck 4x6

FSA Item Group Description

- Engine: 350 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: 10-speed manual with OD or approved equivalent
- GVWR: 52,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Cab and Chassis: Tilt Cab (DRW) 4x2

FSA Item Group Description

- Engine: Manufacturer's standard diesel engine
- Transmission: Manufacturer's standard automatic transmission
- GVWR: 12,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Mobile Command Unit/Critical Response Unit

FSA Item Group Description

- Manufacturer's standard equipment and specifications, and if not included, manufacturer installed power windows, power door locks, key FOB keyless entry. Must meet all FDOT and FMVSS safety standards.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Refuse Truck Electric: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Motor: Electric powered with the OEM recommended electric motor(s) for this application with no less than a 350kW rating
- Batteries: Largest available battery for model bid, electric charging system on the truck must be SAE J1772 compliant
- GVWR: 60,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Refuse Truck: 60,000 lbs. GVWR 4x6 (cab and chassis only)

FSA Item Group Description

- Engine: 300 hp 6-cylinder diesel engine, manufacturer's 11L minimum
- Transmission: Allison 4500 RDS automatic transmission
- GVWR: 60,000 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Refuse Truck: Compact 9.5 Cubic Yds. Self-Loading Refuse Truck

FSA Item Group Description

- Engine: 70 hp diesel engine, EPA compliant
- Transmission: Hydrostatic transmission, four-wheel drive
- GVWR: 12,900 lbs.



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Tactical Armored Vehicle

FSA Item Group Description

- Engine: 6.7LV-8 Turbo diesel, 330 hp
- Transmission: 10-speed automatic TorqShift with OD
- GVWR: GVWR sized to built vehicle (19,500 lbs. approximate)



FSA23-VEH21.0: Heavy Trucks and Buses
Item Group Descriptions

Terminal Tractor

FSA Item Group Description

- Engine: 173 hp diesel engine
- Transmission: 7-speed automatic (6 forward, 1 reverse)

VOLVO

FLORIDA SHERIFF'S ASSOCIATION BID SHEET

BID NUMBER: FSA23-VEH
 CUSTOMER: CITY OF DEERFIELD BEACH
 ITEM NUMBER: 46
 DATE: 2/29/2024
 DESCRIPTION: MACK MD6
 BID NUMBER: DB22924A

BASE PRICE:		\$	83,676
PUBLISHED OPTIONS:			
HP260	HP UPGRADE TO 260HP 660 LB-FT TORQUE	\$	1,182
BATTSWITCH	BATTERY DISCONNECT SWITCH	\$	90
FUELSENSE	ALLISON FUELSENSE MAX ECONOMY	\$	224
136146	ALLISON 2500 RDS 6 SPD W/PTO PROVISIONS	\$	201
DIFFLOCK	REAR AXLE FULL DIFF LOCK	\$	757
W9EADX	BRIGHT PACKAGE (BUMPER/GRILLE/MIRROR)	\$	877
5RXAIX	BACKUP ALARM	\$	113
MIRROR UPGRADE	HEATED AND MOTORIZED MIRRORS BOTH SIDES	\$	398
UNPUBLISHED/OFF CONTRACT OPTIONS:			
WHEEL BASE	ADJUST WB FOR CUSTOMER BODY	\$	2,450
WARRANTY	5YR/150K CUMMINS EP1+EATS	\$	1,400
CHASSIS TOTAL:		\$	91,368
BODY:			
	ROTATOR CAN HAULER(ATTACHED)	\$	54,500.00
TOTAL DELIVERED:		\$	145,868

SUBJECT TO MANUFACTURER SURCHARGES



QUOTATION

Prepared For:

Nextran/ City of Deerfield Beach

Ship To:

Florida Truck Dealer

Prepared By:

Sunbelt Waste Equipment

QUOTE REFERENCE NUMBER	ISSUE DATE	VALID FOR	EST. DELIVERY FROM RECEIPT OF ORDER	SUBMITTED BY	SHIPPED VIA	FOB POINT	TERMS
Container 3/26/2024	3/26/2024	60days	TBD at Time of Order	HEIL DEALERS	DRIVE AWAY	DEALER	NET 30 DAYS

Body

C8000 American Container Handler with Rotator
Mounted At Sunbelt
MD7

Standard Option:

Back up alarm

Pintle Ready

Retainer Straps

Bumper with Recessed LED Lighting

Hoist Up Alarm with Dash Light

Polyurethane Bumpers

3spool Valve

Black Primer

Tool Box

TOTAL WITH OPTIONS \$ 54,500.00

THANK YOU FOR THE OPPORTUNITY TO QUOTE!

If you have any questions concerning this quotation, please feel free to contact us.

Sunbelt Waste Equipment
Mickey Chavez
2201 N.W. 22nd St.
Pompano Beach, FL 33069
561-274-8505
954-444-1529 Cell



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-101

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Contract with Cummins, Inc. d/b/a Cummins Sales and Service for generator maintenance and repair services to include the maintenance of portable generators for an annual increased amount not to exceed \$100,831.98 for year one of the portable generator services, and renew the Contract for the second renewal period commencing on May 1, 2024 through April 30, 2025; providing for implementation and an effective date. (Fund from Account #401-5030-536-32-99- Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Total Aggregate Cost of \$201,663.96 (Generator Services annual amount not to exceed \$100,831.98 for year one and Portable Generator Services during second renewal in an amount not to exceed \$100,831.98).

Account Name: Other Contractual Services

Account Number: 401-5030-536-32-99

Background/History

The City of Deerfield Beach is currently under contract with Cummins Inc. dba Cummins Sales and Service to provide repairs and quarterly maintenance for generators. The Environmental Services staff are requesting an amendment to the contract to add the waste water collection portable generator to this contract. The initial contract was for one-year with the option to renew for three additional one-year renewal periods. Currently, the City is in the first renewal term, which commenced on May 1, 2023, and expires on April 30, 2024. City staff desires to renew the contract for the second renewal period option commencing on May 1, 2024 through April 30, 2025.

Current Activity

The City maintains 71 waste water collection lift stations and uses sixteen portable generators at these stations during times when Florida Power and Light electricity is unavailable. These generators require routine maintenance and repair, to maintain active readiness. Upon execution of the First Amendment, Cummins Inc. dba Cummins Sales and Service will provide these repairs and services on an as-needed basis as well as a quarterly preventative maintenance based upon the attached quote to the First Amendment. The cost for such portable generator services will be effective for the remaining time under the first renewal period, the second renewal period (if exercised by the City). This will provide the City with greater reliability during power outages.

Recommendation

It is recommended that the City Commission approve the contract amendment for generator maintenance and repair services with Cummins, Inc. dba Cummins Sales and Service to include waste water collection portable generators, in an amount not to exceed \$201,663.96 (Year one \$100,831.98, Year two \$100,831.98), which is based upon a Main Generator Services cost and Portable Generator Services cost.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE CONTRACT WITH CUMMINS, INC. D/B/A CUMMINS SALES AND SERVICE FOR GENERATOR MAINTENANCE AND REPAIR SERVICES TO INCLUDE THE MAINTENANCE OF PORTABLE GENERATORS FOR AN ANNUAL INCREASED AMOUNT NOT TO EXCEED \$100,831.98 FOR YEAR ONE OF THE PORTABLE GENERATOR SERVICES, AND RENEW THE CONTRACT FOR THE SECOND RENEWAL PERIOD COMMENCING ON MAY 1, 2024 THROUGH APRIL 30, 2025; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Cummins, Inc. d/b/a Cummins Sales and Service (the “Contractor”) entered into a Contract, dated May 11, 2021, (the “Contract”) for Generator Maintenance and Repair Services (the “Services”) pursuant to ITB #21-07-PC (the “ITB”); and

WHEREAS, the initial Contract term commenced on May 1, 2021 and expired on April 30, 2023, and the Contract provides for three additional one-year renewal periods at the option of the City; and

WHEREAS, the parties entered into a Contract renewal for the first renewal period beginning May 1, 2023 and expiring on April 30, 2024; and

WHEREAS, the City desires to exercise the second renewal option commencing on May 1, 2024 through April 30, 2025; and

WHEREAS, in accordance with the ITB for Generator Maintenance and Repair Services, the City reserves the right to increase or decrease quantities or add or delete any item or quantity from the Contract if it is determined to be in the best interest of the City, in its sole discretion; and

WHEREAS, the City maintains 71 wastewater collection lift stations and utilizes portable generators at these stations during times when Florida Power and Light electricity is unavailable; and

WHEREAS, the City uses 16 portable generators for these stations, all of which require routine maintenance and repair; and

WHEREAS, in reviewing the current Services under the Contract, the Department of Environmental Services has determined that it is necessary to have the Contractor provide the generator and maintenance repair services for the City’s portable generators; and

WHEREAS, the City has discussed the additional generator maintenance services with the Contractor, and the Contractor provided the City with a quote for the maintenance and repair services for the portable generators (the “Portable Generator Services”) for a two-year period, which is attached as Exhibit “A” to the First Amendment to the Contract, attached as Exhibit “1”; and

WHEREAS, Portable Generator Services will be provided by Contractor on an as-needed basis as well as on a quarterly preventative maintenance schedule for a cost estimate in an amount not to exceed \$100,831.98 for the first year of the Portable Generator Services, and \$100,831.98 for the second year of the Portable Generator Services (if the Contract is renewed for the third renewal period); and

WHEREAS, the main generator maintenance and repair services under the existing contract is in an annual amount not to exceed 127,712.97; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the First Amendment to the Contract, attached as Exhibit “1”, in order to renew the Contract for the second renewal period and to include the Portable Generator Services based upon the Contractor’s quote for the additional Portable Generator Services; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize execution of the First Amendment to the Contract, attached as Exhibit “1”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the First Amendment to the Contract with Contractor, attached as Exhibit “1”, to exercise the second renewal period of the Contract commencing on May 1, 2024 through April 30, 2025 and to include the Portable Generator Services in the Contract in an amount not to exceed \$100,831.98 for the first year of the Portable Generator Services.

Section 3. That the Mayor and City Manager are authorized to execute the First Amendment to the Contract, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND CUMMINS, INC. D/B/A CUMMINS SALES AND SERVICE FOR GENERATOR MAINTENANCE AND REPAIR SERVICES

This First Amendment (the "Amendment") to the Contract dated May 11, 2021 (the "Contract"), is made and entered into this ____ day of _____, 2024, by and between the City of Deerfield Beach, Florida, a municipal corporation in the State of Florida (the "City") and Cummins, Inc. d/b/a Cummins Sales and Service (the "Contractor").

RECITALS

WHEREAS, City and Contractor entered into the Contract for Contractor to provide Generator and Maintenance Repair Services as set forth in ITB No. 21-07-PC (the "Services"); and

WHEREAS, the initial Contract commenced on May 1, 2021 and expired on April 30, 2023, however, the Contract provided for three additional one-year renewal periods at the option of the City; and

WHEREAS, the parties entered into a contract renewal for the first renewal period commencing on May 1, 2023 and expiring on April 30, 2024; and

WHEREAS, the City desires to exercise its second renewal option for the period commencing on May 1, 2024 through April 30, 2025; and

WHEREAS, in accordance with ITB No. 21-07-PC, the City reserves the right to increase or decrease quantities or add or delete any item or quantity from the contract if it is determined to be in the best of the City, in its sole discretion; and

WHEREAS, in reviewing the current services, the Department of Environmental Services has determined that it is necessary to have the Contractor provide the generator and maintenance repair services for the City's portable generators; and

WHEREAS, the City has discussed the additional services with Contractor and the Contractor provided the City with a quote for the maintenance and repair services for the portable generators (the "Portable Generator Services") for a two-year period, which is attached as Exhibit "A"; and

WHEREAS, the City and Contractor desire to amend the current Contract to reflect the additional Portable Generator Services and cost for such services and renew the Contract for the second renewal period.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, City and Contractor do hereby agree as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part of this Resolution.

Section 2. The City and Contractor agree to the second one-year renewal commencing on May 1, 2024 and expiring on April 20, 2025 (the “Second Renewal”), unless otherwise terminated or further renewed pursuant to the terms of the original Contract and the terms of this First Amendment. The Contractor hereby agrees that, upon execution of this First Amendment, the Services will now include the Portable Generator Services, which will be provided at the annual cost(s) set forth in the attached Exhibit “A”.

Section 3. Contractor hereby agrees that compensation for all services will be in accordance with Article 3 of the Contract.

Section 4. The parties agree that, except as expressly amended herein, all terms, conditions, and specifications of the original Contract shall remain the same and in full force and effect, and shall apply to all work performed by the Contractor from the date of execution of the Contract through the expiration of the renewal term(s).

Section 5. This Amendment shall be effective upon execution by the parties.

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**FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF DEERFIELD
BEACH, FLORIDA AND CUMMINS, INC. D/B/A CUMMINS SALES AND SERVICE
FOR GENERATOR MAINTENANCE AND REPAIR SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida.

Heather Montemayor, City Clerk

David Santucci, City Manager

Approved As To Form & Legal
Sufficiency for the use of and
reliance by the City of Deerfield
Beach, Florida, only:

Date: _____

Anthony C. Soroka, City Attorney

CONTRACTOR

ATTEST:

Cummins Inc. d/b/a Cummins Sales
and Service

Corporate Secretary

By: _____

Signature

Title: _____

Date: _____

EXHIBIT "A"
PRICE COST FOR PORTABLE GENERATOR SERVICES (TWO YEAR PRICE
QUOTE)



Cummins Inc. dba Cummins Sales and Service
6350 NW 167th Street
Miami Lakes, FL 33014
Phone: (305)821-4200
Fax: (404) 763-0711

EXHIBIT "A"

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
CITY OF DEERFIELD BEACH 150 NE 2ND AVE DEERFIELD BEACH, FL 33441 Customer #: 353122 Payment Type: Pay As You Go	Name: Anthony Rivera Phone: 954.480.4403 Cell: 954.405.3700 Fax: (954) 4804388 E-mail: arivera@deerfield-beach.com	Quote Date: 3/13/2024 Quote Expires: 5/12/2024 Quote ID: QT-18683 Quoted By: Brian Mestepey Quote Term: 2 Year

Site Name:Deerfield Beach Wastewater Dept Generator (200 Goolsby Boulevard DEERFIELD BEACH FL 33442)

Unit Name: PORTABLE Make: Other Model: DCA-45SSIU4F S/N: 7252001 Size: 45kW	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$685.68	\$2,057.04
	1	March	Full Service	1	\$978.52	\$978.52
	1	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70
Year 1 Total:\$3,706.26						

ATS Qty: 1
Notes:
QUARTERLY SERVICE
SCHEDULE. INCLUDES 1 FULL
SERVICE WITH 2 HOUR LOAD
BANKING AND 3 PM INSPECTIONS
PER YEAR. MARCH = FULL
SERICE AND 2 HR LB. JUNE,
SEPTEMBER AND DECEMBER
ARE WHEN THE PM INSPECTIONS
TAKE PLACE.

2	June	Inspection	3	\$685.68	\$2,057.04
2	March	Full Service	1	\$978.52	\$978.52
2	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70
Year 2 Total:\$3,706.26					

Unit Name: PORTABLE Make: Other Model: DCA-45SSIU4F S/N: 7252002 Size: 45kW	Year	Month of	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$685.68	\$2,057.04
	1	March	Full Service	1	\$978.52	\$978.52
	1	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70
Year 1 Total:\$3,706.26						

ATS Qty: 1 Notes:	2	June	Inspection	3	\$685.68	\$2,057.04
	2	March	Full Service	1	\$978.52	\$978.52
	2	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70
Year 2 Total:\$3,706.26						

Unit Name: PORTABLE Make: Other Model: DCA-45SSIUII S/N: 7203386 Size: 45kW	Year	Month of	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$685.68	\$2,057.04
	1	March	Full Service	1	\$978.52	\$978.52
	1	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70
Year 1 Total:\$3,706.26						

ATS Qty: 1	2	June	Inspection	3	\$685.68	\$2,057.04
	2	March	Full Service	1	\$978.52	\$978.52
	2	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70

Year 2 Total:\$3,706.26

Unit GENSET #1 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSJU
S/N: 7302487
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit GENSET #10 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSIU
S/N: 3784155
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit GENSET #11 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSI
S/N: 3784193
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit GENSET #12 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSI
S/N: 3784178
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit GENSET #13 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSI
S/N: 3784176

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70

Size: 70kW

ATS Qty: 1

Notes:

Year 1 Total:\$4,075.36

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60

2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit: GENSET #14 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSI
S/N: 3784190
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit: GENSET #15 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSIU
S/N: 7350828
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit: GENSET #16 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSI
S/N: 3784196
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit: GENSET #17 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSJU
S/N: 7303144
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	June	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1
Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	June	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit: GENSET #18 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSIU

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60

S/N: 7350758
Size: 70kW
ATS Qty: 1

1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:					\$4,075.36
2	June	Inspection	3	\$763.02	\$2,289.06

Notes:	2	March	Full Service	1	\$1,087.60	\$1,087.60
	2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
	Year 2 Total:\$4,075.36					
Unit Name: GENSET #19 - 70 KW Make: PORTABLE Model: Other S/N: DCA-70SSJU2 Size: 7303967 70kW ATS Qty: 1 Notes:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$763.02	\$2,289.06
	1	March	Full Service	1	\$1,087.60	\$1,087.60
	1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
	Year 1 Total:\$4,075.36					
	2	June	Inspection	3	\$763.02	\$2,289.06
	2	March	Full Service	1	\$1,087.60	\$1,087.60
	2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
	Year 2 Total:\$4,075.36					
Unit Name: GENSET #20 - 70 KW Make: PORTABLE Model: Other S/N: DH-07501 Size: 7354146 70kW ATS Qty: 1 Notes:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$763.02	\$2,289.06
	1	March	Full Service	1	\$1,087.60	\$1,087.60
	1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
	Year 1 Total:\$4,075.36					
	2	June	Inspection	3	\$763.02	\$2,289.06
	2	March	Full Service	1	\$1,087.60	\$1,087.60
	2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
	Year 2 Total:\$4,075.36					
Unit Name: GENSET #21 - 125 KW Make: PORTABLE Model: Other S/N: DCA-12SUSJ Size: 8500065 125kW ATS Qty: 1 Notes:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$763.02	\$2,289.06
	1	March	Full Service	1	\$1,239.79	\$1,239.79
	1	March	Loadbank (2 Hrs)	1	\$758.70	\$758.70
	Year 1 Total:\$4,287.55					
	2	June	Inspection	3	\$763.02	\$2,289.06
	2	March	Full Service	1	\$1,239.79	\$1,239.79
	2	March	Loadbank (2 Hrs)	1	\$758.70	\$758.70
	Year 2 Total:\$4,287.55					
Unit Name: GENSET #22 - 125 KW Make: PORTABLE Model: Other S/N: DCA-12SUSJ Size: 8500064 125kW ATS Qty: 1 Notes:	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$763.02	\$2,289.06
	1	March	Full Service	1	\$1,239.79	\$1,239.79
	1	March	Loadbank (2 Hrs)	1	\$758.70	\$758.70
	Year 1 Total:\$4,287.55					
	2	June	Inspection	3	\$763.02	\$2,289.06
	2	March	Full Service	1	\$1,239.79	\$1,239.79
	2	March	Loadbank (2 Hrs)	1	\$758.70	\$758.70
	Year 2 Total:\$4,287.55					
Unit Name: GENSET #23 - 70 KW Make: PORTABLE Model: Other S/N: DCA-70SSJU2	Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
	1	June	Inspection	3	\$763.02	\$2,289.06
	1	March	Full Service	1	\$1,087.60	\$1,087.60

S/N: 7303963

Size: 70kW

1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
				Year 1 Total:\$4,075.36	

ATS Qty: 1

Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit GENSET #24 - 45 KW
Name: PORTABLE
Make: Other
Model: DCA-45SSIUII
S/N: 7203385
Size: 45kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$685.68	\$2,057.04
1	March	Full Service	1	\$978.52	\$978.52
1	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70
Year 1 Total:\$3,706.26					

ATS Qty: 1

Notes:

2	June	Inspection	3	\$685.68	\$2,057.04
2	March	Full Service	1	\$978.52	\$978.52
2	March	Loadbank (2 Hrs)	1	\$670.70	\$670.70
Year 2 Total:\$3,706.26					

Unit GENSET #25 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSIU2
S/N: 7351432
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1

Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit GENSET #5 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSIU
S/N: 3784195
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1

Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit GENSET #6 - 70 KW
Name: PORTABLE
Make: Other
Model: DCA-70SSI
S/N: 3784177
Size: 70kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 1 Total:\$4,075.36					

ATS Qty: 1

Notes:

2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
Year 2 Total:\$4,075.36					

Unit: GENSET #7 - 70 KW
 Name: PORTABLE
 Make: Other
 Model: DCA-70SJI
 S/N: 3784198

Size: 70kW
 ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
				Year 1 Total:\$4,075.36	
2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
				Year 2 Total:\$4,075.36	

Unit: GENSET #8 - 70 KW
 Name: PORTABLE
 Make: Other
 Model: DCA-70SSIU2
 S/N: 7352977
 Size: 70kW

ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
				Year 1 Total:\$4,075.36	
2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
				Year 2 Total:\$4,075.36	

Unit: GENSET #9 - 70 KW
 Name: PORTABLE
 Make: Other
 Model: DCA-70SSIU
 S/N: 3784157
 Size: 70kW

ATS Qty: 1
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	June	Inspection	3	\$763.02	\$2,289.06
1	March	Full Service	1	\$1,087.60	\$1,087.60
1	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
				Year 1 Total:\$4,075.36	
2	June	Inspection	3	\$763.02	\$2,289.06
2	March	Full Service	1	\$1,087.60	\$1,087.60
2	March	Loadbank (2 Hrs)	1	\$698.70	\$698.70
				Year 2 Total:\$4,075.36	

Year 1 Total:* \$100,831.98
 Year 2 Total:* \$100,831.98

Total Agreement Amount:* \$201,663.96
**Quote does not include applicable taxes*



Cummins Inc. dba Cummins Sales and Service
6350 NW 167th Street
Miami Lakes, FL 33014
Phone: (305)821-4200

PLANNED EQUIPMENT MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information	
CITY OF DEERFIELD BEACH	Name: Anthony Rivera	Quote Date:	3/13/2024
150 NE 2ND AVE	Phone: 954.480.4403	Quote Expires:	5/12/2024
DEERFIELD BEACH, FL 33441	Cell: 954.405.3700	Quote ID:	QT-18683
Customer #: 353122	Fax: (954) 4804388	Quoted By:	Brian Mestepey
Payment Type: Pay As You Go	E-mail: arivera@deerfield-beach.com	Quote Term:	2 Year

Total Agreement Amount:*

\$201,663.96

****Quote does not include applicable taxes***

Total Agreement Amount Does Not Include Applicable Taxes. Please call 404-763-0151 or Email Southern.PEM@cummins.com for invoice total prior to sending payment.

Generator

Planned Equipment Maintenance

INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-183

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with McKim and Creed, Inc. to provide professional engineering services related to the Cybersecurity Assessment and Water Treatment Plant SCADA Standards Project in an amount not to exceed \$185,311.00; providing for execution and an effective date. (Funds from Account #401-5020-533-60-31 - Improvements Other than Buildings & Account #413-5020-533-65-30 - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$185,311.00

Account Name: Improvements Other Than Building - \$85,311.00

Account Number: 401-5020-533-60-31

Secondary Account Name: CIP Infrastructure - \$100,000.00

Secondary Account Number: 413-5020-533-65-30

Background/History

In 2018, Congress passed the America's Water Infrastructure Act (the "Act") to improve drinking water and water quality, deepen infrastructure investments and enhance public health. As part of the Act, the Environmental Protection Agency requires all public and private utilities to develop or update Emergency Response Plans (ERPs) and certify to EPA that this work has been completed. Section 2013(b) of the Act provides that ERP's must "incorporate findings of the risk and resilience assessment" and "shall include strategies and resources to improve the resilience of the system, including cybersecurity." Based on the population size of the City of Deerfield Beach, the Act requires that the City needed to submit its certified emergency response plan (the "Plan") as complete by June 30, 2021. The Act required the Plan to address a minimum of five incident-specific response plans. In Fiscal Year 2021, the City completed this portion of the requirement, which addressed cybersecurity and loss of communication. Following these updates, the City still needed to complete several other incident-specific responses, including loss of supervisory control and data acquisition. These requirements are also addressed in Chapter 7 of the City's master-plan, which recommends general adherence to NIST Cybersecurity Framework and the Act's requirements as well as Risk and Vulnerability assessments with the Act's cybersecurity and ICS-CERT utility.

Current Activity

City staff reviewed the qualifications of the firms awarded CCNA continuing service contracts dated April 12, 2021, pursuant to Resolution No. 2021/045. Based upon qualifications and experience, city

staff determined that McKim and Creed was the most qualified to perform the services and staff requested and received a scope of services proposal from McKim and Creed for consulting services for engineering and programming services to establish and develop the PLC and SCADA Standards and Cybersecurity Assessment (the "Services"). These services will help establish PLC and SCADA Standards that will be used to standardize future SCADA and PLC designs, including the Ion exchange project, Chemical Improvement Project, and Ammonia and Chlorine Conversions, among many other planned capital improvement projects. The cybersecurity portion of the project, which will be checked during the Florida Department of Environmental Protection sanitary survey, will help ensure the water plant stays up to date on cybersecurity threats and locates any vulnerabilities the City may or may not have.

Recommendation

It is recommended that the City Commission approve the Work Authorization for professional engineering and programming services with McKim and Creed for PLC and SCADA Standards and Cybersecurity Assessment Services, in an amount not to exceed \$185,311.00 in accordance with the Master CCNA Continuing Services Contract, dated April 12, 2021, and the proposal provided by McKim and Creed.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING A WORK
AUTHORIZATION WITH MCKIM AND CREED, INC. TO PROVIDE
PROFESSIONAL ENGINEERING SERVICES RELATED TO THE
CYBERSECURITY ASSESSMENT AND WATER TREATMENT PLANT
SCADA STANDARDS PROJECT IN AN AMOUNT NOT TO EXCEED
\$185,311.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE
DATE**

WHEREAS, in 2018, the America’s Water Infrastructure Act (the “Act”) was enacted to provide for improvement to drinking water and water quality, deepen infrastructure investments and enhance the public health; and

WHEREAS, as part of the Act, the Environmental Protection Agency (the “EPA”) requires all public and private utilities to develop and/or update their Emergency Response Plans and certify to the EPA that such plans have been completed by June 30, 2021; and

WHEREAS, Section 2013(b) of the Act requires community water systems serving more than 3,300 persons to develop or update risk and resilience assessments and emergency response plans and submit certifications of completion of the plan to the EPA by June 30, 2021; and

WHEREAS, the City’s Emergency Response Plan (the “Plan”) was certified and submitted by the June 30, 2021 deadline; and

WHEREAS, in accordance with the Act requirements, the Plan needed to address a minimum of five incident-specific response plans and in Fiscal Year 2021 the City Plan addressed cybersecurity and loss of communication; and

WHEREAS, subsequent to the updates completed, the City must complete the Plan to include other incident specific responses, including loss of supervisory control and data acquisition; and

WHEREAS, Chapter 7 of the City’s Master Plan addresses these requirements and recommends the general adherence to NIST Cybersecurity Framework and the Act’s requirements, as well as risk and vulnerability assessments; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with McKim & Creed, Inc. (“McKim”) dated April 12, 2021 (the “Continuing Contract”); and

WHEREAS, the Department of Environmental Services (the “Department”) reviewed and considered the qualifications and experience of the firms under continuing contracts with the City and determined that McKim was the most qualified to perform the needed services; and

WHEREAS, staff requested a proposal from McKim to provide engineering and programming services to establish and develop the PLC and SCADA standards and provide a Cybersecurity Assessment , as more specifically detailed in Exhibit “A” to the attached Work Authorization (collectively, the “Services”); and

WHEREAS, McKim submitted its proposal to the Department and the Department negotiated the project scope and fee in the amount of \$185,311.00 with McKim, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to McKim for the Services under the terms and conditions of the Continuing Contract, in an amount not to exceed \$185,311.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with McKim, attached as Exhibit “1”, in an amount not to exceed \$185,311.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Work Authorization with McKim, attached as Exhibit “1”, for the Services in an amount not to exceed \$185,311.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with McKim, attached as Exhibit “1,” consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND MCKIM & CREED, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CYBERSECURITY ASSESSMENT AND WATER TREATMENT PLANT SCADA STANDARDS PROJECT

This Work Authorization is entered into this ____ day of _____, 202__, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and McKim & Creed, Inc., a Florida corporation authorized to do business in the State of Florida, (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Services Contract is in the process of being renewed for another one-year period effective April 6, 2024 through April 5, 2025; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit "A" of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$185,311.00 as further detailed in Exhibit "A".
Work Authorization Form May 23, 2023

Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4

TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5

TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6

CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7

INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of
Work Authorization Form May 23, 2023

Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at

least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Work Authorization Form May 23, 2023

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11

MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related

to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13 **AMENDMENTS AND ASSIGNMENT**

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14 **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15 **GOVERNING LAW AND VENUE**

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 20__.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____


Signature

Name: Mike Stoup

Title: Vice President

This 13 day of March, 20 24

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional engineering services for the OT Cybersecurity Assessment And WTP SCADA Standards Project as follows:

TASK 1 – Project Management

Consultant shall provide project management throughout the duration of the project including the following.

- a. Provide project management for the project. This will include project setup and coordination as well as QA/QC for project deliverables.
- b. Participate in a project kick-off meeting with the City to review the scope, schedule and budget of the project as well as identify the goals of the project.
- c. Conduct project status update meetings as necessary throughout the duration of the project to review the current project status and maintain a positive project execution.
- d. Monthly invoicing summarizing the work completed during the invoice period.

TASK 2 – OT Cybersecurity Assessment

- a. Collect information from the City through on-site data gathering activities at the Water Treatment Plant (WTP) and remote stations. Information collected will include:
 - 1) SCADA and PLC Hardware and Software
 - 2) Communications Devices, Protocols
 - 3) System Architecture
 - 4) Policies and Procedures
 - 5) Disaster Recovery
 - 6) Physical Security
- b. Perform a gap analysis and vulnerability assessment on the collected data. Analysis and Assessments will include the following:
 - 1) Comparison to industry standards such as IEC, NIST and EPA
 - 2) Identification of asset vulnerabilities
 - 3) Identification of OT architecture vulnerabilities
 - 4) Identification of policy and procedure vulnerabilities
- c. Conduct an Operational Risk Workshop with the City to identify risks associated with operations and the OT system to better gauge and identify the priorities of vulnerabilities.
- d. Prepare a report detailing the findings, a summary of the assessment process, the evaluations performed and a list of recommendations.

EXHIBIT “A”
SCOPE OF SERVICES CONTINUED

TASK 3 – Water Treatment Plant SCADA Standards

- a. Prepare General SCADA System Standards in written format to include:
 - 1) Change Management
 - 2) Tagging Standards
 - 3) Check-Out Requirements
 - 4) Instrumentation List
 - 5) Reporting Requirements
- b. Prepare PLC Standards in written format to include:
 - 1) Manufacturer/Hardware Family
 - 2) I/O Modules
 - 3) Major Panel Components
 - 4) Operator Interface
 - 5) Programming Standards
- c. Prepare SCADA Software Standards in written format to include:
 - 1) Server/Client Architecture
 - 2) Screen Layout
 - 3) Development Standards
 - 4) Alarming
 - 5) Historical Logging and Trending
 - 6) Security



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-185

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the construction agreement with Intercounty Engineering, Inc. for the West Water Treatment Plant Chlorine Conversion Project to extend the substantial completion date for the project to December 31, 2024, and the final completion date to January 31, 2025; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On November 16, 2021, the City of Deerfield Beach City Commission approved Resolution 2021/170, awarding Request for Proposal No. 21-37-PC for the West Water Treatment Plant Chlorine Conversion Project to Intercounty Engineering, Inc., in an amount not to exceed \$2,491,298.00 and providing 380 calendar days from the notice to proceed ("NTP") to achieve substantial completion and 420 calendar days from the NTP to achieve final completion. Following the approval by the City Commission, city staff issued a Notice To Proceed to Intercounty Engineering Inc. on September 14, 2022, notifying them that the contractual obligation required the project be substantially completed by September 29, 2023, and a final completion date of October 8, 2023.

Current Activity

Since the issuance of the NTP on September 14, 2022, the city contractor, Intercounty Engineering, Inc., and Jacobs Engineering, Inc., the Owners Representative and engineer for this project, have been in the process of applying for and obtaining the required Florida Building, Florida Department of Environmental Protection Operating modification, and Broward County permits. Due to the specialized nature of the chlorine conversion project and in applying for the required building permits, it was determined that a third party review would have to take place for all life safety items and a special inspector would be required for all structural, plumbing and electrical items associated with the project. As such, the issuance of the City of Deerfield Beach Building Permits has been delayed and caused significant delays in the Chlorine Conversion Project completion. The extension of the substantial and final completion dates will have no fiscal impact on the overall cost of the project.

Recommendation

It is recommended that the City Commission approve the extension of the substantial completion and final completion dates for the West Water Treatment Plant Chlorine Conversion project with Intercounty Engineering Inc., to December 31, 2024 (for substantial completion) and January 31, 2025 (for final completion).

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH INTERCOUNTY ENGINEERING, INC. FOR THE WEST WATER TREATMENT PLANT CHLORINE CONVERSION PROJECT TO EXTEND THE SUBSTANTIAL COMPLETION DATE FOR THE PROJECT TO DECEMBER 31, 2024, AND THE FINAL COMPLETION DATE TO JANUARY 31, 2025; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Intercounty Engineering, Inc. (the “Contractor”) entered into a Construction Agreement, dated December 3, 2021, (the “Agreement”) for the West Water Treatment Plant Chlorine Conversion Project (the “Project”) pursuant to RFP #21-37-PC (the “RFP”); and

WHEREAS, Paragraph 4 of the Agreement provides that the Contractor was to achieve substantial compliance of the Project within 380 calendar days from the issuance of the Notice to Proceed, and achieve Final Completion of the Project within 420 calendar days from the issuance of the Notice to Proceed; and

WHEREAS, the City issued the Notice to Proceed on September 14, 2022, with substantial completion to be achieved by September 29, 2023 and final completion to be achieved by October 8, 2023; and

WHEREAS, the review process for all required permits for the Project has been ongoing; however, it was determined that certain third-party reviews were necessary for all life safety items and a special inspector was needed for structural, plumbing, and electrical items associated with the Project; and

WHEREAS, due to these additional permit process requirements, the Project has been significantly delayed; and

WHEREAS, Article 8 of the Agreement addresses such delays and allows for the project time to be extended; and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect that substantial completion shall be achieved for the Project by the Contractor by December 31, 2024, and final completion shall be achieved by January 31, 2025; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of the First Amendment to the Construction Agreement, attached as Exhibit “A”, (the “First Amendment”) in order to extend the both the substantial and final completion dates for the Project; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the First Amendment to the Construction Agreement, attached as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the First Amendment to the Construction Agreement with Contractor, attached as Exhibit “A”, to extend the substantial completion date for the Project to December 31, 2024, and the final completion date for the Project to January 31, 2025.

Section 3. The City Manager is hereby authorized to execute the First Amendment to the Construction Agreement, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

FIRST AMENDMENT TO THE CONSTRUCTION AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND INTERCOUNTY ENGINEERING, INC.

This First Amendment (the "Amendment") to the Construction Agreement (the "Agreement") dated December 3, 2021, is made and entered into this ____ day of _____, 2024, by and between the City of Deerfield Beach, Florida, a municipal corporation in the State of Florida (the "City") and Intercounty Engineering, Inc. (the "Contractor").

RECITALS

WHEREAS, City and Contractor entered into a Construction Agreement for Contractor to provide services for the West Water Treatment Plant Chlorine Conversion Project (the "Project") as set forth in Request For Proposal No. 21-37-PC (the "RFP"); and

WHEREAS, Paragraph 4 of the Agreement sets forth that the Contractor was to achieve substantial completion of the Project within 380 calendar days from the City's issuance of a Notice to Proceed, and achieve Final Completion of the Project within 420 calendar days of the issuance of the Notice to Proceed; and

WHEREAS, the City issued the Notice to Proceed on September 14, 2022 and substantial completion was to be achieved by September 29, 2023 and final completion achieved by October 8, 2023; and

WHEREAS, since the issuance of the Notice to Proceed, the review process for all required permits has been ongoing; however, due to delays in the review process and issuance of certain permits, the required completion dates were not feasible, and it was determined such dates need to be extended; and

WHEREAS, Section 8.2 of the Agreement allows for the contract time to be extended; and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the new substantial completion and final completion dates for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, City and Contractor do hereby agree as follows:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Amendment.

Section 2. Paragraph 4 of the Agreement is hereby amended to read as follows:

The Contractor shall complete the Work and achieve substantial completion in accordance with the Agreement and Contract Document terms and conditions by December 31, 2024, and shall achieve final completion in

accordance with the Agreement and Contract Document terms and conditions by January 31, 2025.

Section 3. The parties agree that, except as expressly amended herein, all terms, conditions, and specifications of the original Agreement shall remain the same and in full force and effect, and shall apply to all work performed by the Contractor from the date of execution of the Agreement.

Section 4. This Amendment shall be effective upon execution by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida.

Heather Montemayor, City Clerk

David Santucci, City Manager

Approved As To Form & Legal
Sufficiency for the use of and
reliance by the City of Deerfield
Beach, Florida, only:

Date: _____

Anthony C. Soroka, City Attorney

CONTRACTOR

ATTEST:

Intercounty Engineering, Inc.

Corporate Secretary

By: _____

Signature

Title: _____

Date: _____



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-186

Agenda Date: 4/16/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Rummel, Klepper & Kahl, LLP, to provide professional engineering services related to the West Water Treatment Plant Reverse Osmosis Pilot Testing and Refurbishment Project in an amount not to exceed \$79,740.00; providing for execution and an effective date. (Fund from Account #413-5020-533-65-30 - CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$79,740.00

Account Name: CIP Infrastructure

Account Number: 413-5020-533-65-30

Background/History

The Reverse Osmosis (R/O) Treatment Plant was constructed in 2012 and has a rated capacity of 3.0 MGD (million gallons per day). It treats raw water from the brackish Floridan Aquifer, using a two-stage process consisting of two RO trains. Each train contains 234 elements for a total of 468 elements, individual elements that make up the Reverse Osmosis Treatment Plant. The expected service life for these elements is *five to ten years* under normal operating conditions. A condition assessment was performed as part of the 2019 Master Plan, which confirmed a significant sand content in the raw water supply from Wells FA-1 and FA-2. The negative effects of the sand on the entire treatment process, especially the membranes, have greatly impacted their normal expected service life.

Current Activity

City staff reviewed the qualifications and experience of the City's continuing contractors and determined that Rummel, Klepper & Kahl, LLP ("RK&K") is the most qualified firm for this type of project. The City entered into a master CCNA continuing services contract with RK&K, dated April 12, 2021. As such, staff requested and received a scope of service proposal from RK&K consulting services as it relates to the Membrane Replacement and Train Refurbishment project for the Reverse Osmosis Treatment Plant. As part of the membrane replacement process, the City will use a pilot testing method to identify and select the most optimum reverse osmosis membranes. RK&K's approach includes a recommendation for the pilot unit to be constructed in a way that it can be used to find the correct membranes in both the Reverse Osmosis and the Nano Filtration plants. This will enable the City to take maximum advantage of the benefits offered by an on-line pilot testing unit including testing for different membranes for Per- and Polyfluorinated Substances (PFAS) removal

efficiency. The online pilot will also help in establishing finished water qualities that meet or exceed all federal and state requirements.

Recommendation

It is recommended that the City Commission approve the Work Authorization for professional engineering and programming services with RK&K for consulting services as it relates to Membrane Replacement, Train Refurbishment, and pilot testing for the Reverse Osmosis Process, in an amount not to exceed \$79,740.00 in accordance with the Master CCNA Continuing Services Contract, dated April 12, 2021.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH RUMMEL, KLEPPER & KAHL, LLP, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WEST WATER TREATMENT PLANT REVERSE OSMOSIS PILOT TESTING AND REFURBISHMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$79,740.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the reverse osmosis plant was constructed in 2012, and treats raw water from the brackish Floridan Aquifer, using a two-stage process consisting of two reverse osmosis trains; and

WHEREAS, each reverse osmosis train contains 234 elements for a total of 468 elements that will make that make up the Reverse Osmosis Treatment Plant, and the expected service life for these elements is five to ten years under normal operating conditions; and

WHEREAS, a condition assessment was performed as part of the 2019 Master Plan, which confirmed a significant sand content in the raw water supply from Wells FA-1 to FA-2, and the negative effects of the sand on the entire treatment process, especially the membranes, have impacted their normal expected service life; and

WHEREAS, based upon condition assessment and the current impacts on the Reverse Osmosis Treatment Plant, the Department of Environmental Services has determined that is necessary to retain a firm to provide engineering services to develop and design a pilot testing unit method related to the membrane replacement and train refurbishment project to be used to find the correct membranes in both the Reverse Osmosis Plant and the Nano Filtration Plant (the “Project”); and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Rummel, Klepper & Kahl, LLP (“Rummel”) dated April 12, 2021 (the “Continuing Contract”); and

WHEREAS, the Department of Environmental Services (the “Department”) reviewed the qualifications and experience of the City's continuing contractors and determined that Rummel is the most qualified firm for this type of project; and

WHEREAS, Department staff requested a proposal from Rummel to provide engineering and programming services for the Project to establish and develop reverse osmosis pilot testing and refurbishments for the plants; and

WHEREAS, the City desires to issue a Work Authorization to Rummel under the terms and conditions of the existing Continuing Contract, the proposal and the Scope of Services attached as Exhibit “A” to the Work Authorization (collectively, the “Services”), in an amount not to exceed \$79,740.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Rummel, attached as Exhibit “1”, for the Services in an amount not to exceed \$79,740.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Work Authorization with Rummel, attached as Exhibit “1”, for the Services for the Project in an amount not to exceed \$79,740.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Rummel, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND RUMMEL, KLEPPER & KAHL, LLP FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WEST WATER TREATMENT PLANT RO PILOT TESTING AND REFURBISHMENT PROJECT

This Work Authorization is entered into this ____ day of April, 2024 by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the “City”) and Rummel, Klepper & Kahl, LLP, a Florida corporation authorized to do business in the State of Florida, (the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the “Continuing Contract”) and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Services Contract is in the process of being renewed for another one-year period effective April 6, 2024 through April 5, 2025; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit “A” of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit “A” to this Work Authorization (the “Services”), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3

COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$79,740.00 as further detailed in Exhibit "B". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4

TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5

TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6

CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7

INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8

INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9

INSURANCE

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by

naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars(\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty

(30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT acknowledges that the CITY is relying on the competence of the CONSULTANT to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal,

state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12

AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13

AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 202__.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

Work Authorization April 2023

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH AND RUMMEL,
KLEPPER & KAHL, LLP FOR PROFESSIONAL ENGINEERING SERVICES RELATED
TO THE WEST WATER TREATMENT PLANT RO PILOT TESTING AND
REFURBISHMENT PROJECT**

CONSULTANT

By: _____
Signature

Name: Brad McMahan
Title: Practice Leader

This 28th day of March, 2024

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide professional engineering services related to the City's West Water Treatment Plant RO Pilot Testing and Refurbishment as described in the scope of services below:

Task 1: Kick-off Meeting

Consultant shall prepare for and attend a kick-off meeting with the City and the RK&K Team. The purpose of the kick-off meeting is to review the scope of services, the project schedule, design options for the pilot unit, potential locations for the pilot unit and connection points for feed water, permeate, concentrate, and electrical power, etc. Following the meeting, Consultant shall prepare a written summary of the meeting and distribute to all attendees.

Task 2: Design of Pilot Test Unit

Consultant shall prepare drawings and technical specifications (provided on the drawings) of the pilot test unit for the purpose of obtaining firm pricing for fabrication of the pilot unit from qualified fabricators. The design documents will include process schematic(s), mechanical plan and sections, details, and written descriptions of materials, equipment, and standards of workmanship, including specific selections of design-basis manufacturers and models for major components. It is recommended that the pilot test unit be designed to function in pilot scale in either membrane treatment process (NF or RO). The final design documents will be signed and sealed by a licensed professional engineer for submittal to the FDEP and City Building Services Department, if necessary.

In general, the pilot unit will be designed to be portable such that it can be installed at any location at the WTP subject to the availability of raw water, permeate, and concentrate piping connections and available power. The pilot unit design will include plain-end PVC pipe "stub-outs" for connection to existing plant piping, and an electrical junction box for connection of City power from the WTP power distribution system. This scope of work does not include connection of the pilot unit instrumentation to the existing WTP SCADA system. It is assumed that the City will make the piping and electrical connections to the pilot unit.

Consultant shall submit progress design documents at the 70%, 90%, and 100% completion stages. Following each progress submittal, Consultant shall receive the City's review comments and schedule and attend a virtual (Microsoft Teams) meeting to discuss the City's comments and answer any questions from City staff.

Under this task, Consultant will also assist the City in identifying and procuring the necessary instruments, meters, and data-collection equipment (e.g., pH meters, handheld multimeter(s), data normalization spreadsheets, etc.) necessary to collect and analyze operating data during the testing program. The City will be responsible for procurement of such equipment and resources.

Task 3: Permitting

Installation of the pilot unit at the WTP will require a Specific Permit to Construct PWS Components from the Florida Department of Environmental Protection (FDEP). Consultant

Work Authorization April 2023

shall prepare and submit to the FDEP the appropriate permit application with supporting documentation as necessary to receive the permit. Consultant shall respond to up to two requests for additional information (RFIs) from the FDEP as necessary to clarify the original permit application package.

Although not anticipated, the Team will contact the Broward County Building Department for permit determination.
City shall be responsible for all permitting fees.

Task 4: Assistance with Price Solicitation and Coordination with Fabricators and Suppliers
Upon completion of design, Consultant shall assist the City with obtaining firm pricing for fabrication and delivery of the pilot test unit from at least two qualified fabricators. This scope of services assumes that the City will purchase the pilot unit directly from the selected fabricator and does not include any services associated with the general terms and conditions of the procurement contract between the fabricator and the City.

Consultant's services shall include at a minimum:

- Identification and evaluation of qualifications of at least two system fabricators.
- Providing electronic design documents necessary for obtaining a firm price quote from each fabricator.
- Providing written answers to written questions from interested fabricators, as necessary to obtain firm price quotes.
- Evaluation of firm price quote proposals from interested fabricators and providing a written recommendation for award of the fabrication contract.
- Coordination with the fabricator during construction and delivery of the pilot unit.
- Assistance and recommendations to the City regarding satisfactory progress of the work during fabrication, satisfactory final completion of the work, and progress and final payments to the fabricator.

In addition to engineering services related to the pilot test unit fabricator, Consultant shall assist the City with the identification and procurement of other required system components such as cartridge filter elements, membrane elements, permeate tank, chemical feed pumps and storage vessels, etc.

Task 5: Installation and Start-Up

The intent of this task is to provide services to coordinate the fabricator's delivery of the pilot test unit and support the City with installation of the completed pilot unit. City staff will place the pilot test unit and provide the connection of the raw feedwater, permeate, and concentrate piping as well as electrical power connections. Consultant shall assist City operating staff with start-up of the pilot test unit and trouble-shooting any issues that arise during start-up.

EXHIBIT B
PROJECT FEE ESTIMATE



A. LABOR FEE ESTIMATE BY TASK AND EMPLOYEE

Employee Labor Category →		Project Manager	Principal Engineer	Engineer 1	Staff Professional	Administrative Professional	Total (Hours by Task)	Fee (\$ by Task)
Task #	Task Description							
1	Kick-off Meeting	3	4	8	8	6	29	\$4,660
2	Design of Pilot Test Unit/QAQC/Project Management	8	40	60	63	20	191	\$31,220
3	Permittting	2	16	40	20	20	98	\$15,160
4	Assistance with Price Solicitation and Coordination with Fabricators and Suppliers	2	24	40	40	20		\$19,720
5	Installation and Start-Up	2	12	20	20	0	54	\$8,980
Total (Hours by Labor Category) →		17	96	168	151	66	498	← TOTAL HOURS
Labor (\$ by Labor Category) →		\$4,590	\$25,920	\$23,520	\$18,120	\$7,590	TOTAL LABOR →	\$79,740



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2024-5

Agenda Date: 4/16/2024

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the first one-year renewal term of the contract with Zambelli Fireworks Manufacturing Company for fireworks display for city events; providing for a price adjustment and additional cost for the use of a barge for the event in accordance with the Contract terms; authorizing execution of the Contract renewal; providing for implementation and an effective date. (Funds from Account #190-1500-579-35-74 - CRA/Special Events & Account #001-7015-579-35-74 - Parks and Recreation/Special Events)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$60,000

Account Name: CRA / Special Events

Account Number: 190-1500-579-35-74

Costs: \$32,500

Secondary Account Name: Parks and Recreation/Special Events

Secondary Account Number: 001-7015-579-35-74

Background/History

The Parks and Recreation Department (the "Department") utilizes Firework Displays for City events and celebrations, primarily during our Fourth of July Celebration and Pioneer Days events (the "Services"). Therefore, the Department deemed it necessary to seek the services of a qualified firm or individual to provide the Services. The City of Deerfield Beach issued a Request for Proposal #21-22-JW Fireworks Display (the "RFP") to solicit vendors for the Services.

Current Activity

On May 1, 2021, the City of Deerfield Beach Commission awarded the contract resulting from RFP #21-22-JW to Zambelli Fireworks Manufacturing, Inc. The City is exercising the first of two additional one-year renewals. According to the Consumer Price Index, inflation of fireworks show prices has risen and is the highest in 13 years. Zambelli has experienced a substantial increase in material and insurance costs for these services and is requesting an increase for the firework display of \$10,500 (exclusive of the barge cost of \$45,000). Zambelli has provided the City with a cost comparison from 2022, with 2023 being excluded as the City's fireworks display was modified due to damage to the Pier, and also provided other documentation, to substantiate the increased costs for the fireworks displays. The American Pyrotechnics Association has indicated that the Fireworks Industry has been affected by inflationary costs whereby they are seeing rising costs of supplies, raw materials,

shipping, insurance, and transportation, stating that overall costs across the industry are up 35%.

Additionally, the fireworks show is normally displayed on the Deerfield Beach International Fishing Pier. However, at the time of this show, the Pier is scheduled for planned renovations and must be displayed from a barge, which is an additional charge and permitted according to Contract Exhibit A Scope of Work 1(c).

Recommendation

Staff recommends renewal of the contract with the requested price increase and use of the barge.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST ONE-YEAR RENEWAL TERM OF THE CONTRACT WITH ZAMBELLI FIREWORKS MANUFACTURING COMPANY FOR FIREWORKS DISPLAY FOR CITY EVENTS; PROVIDING FOR A PRICE ADJUSTMENT AND ADDITIONAL COST FOR THE USE OF A BARGE FOR THE EVENT IN ACCORDANCE WITH THE CONTRACT TERMS; AUTHORIZING EXECUTION OF THE CONTRACT RENEWAL; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals #21-22-JW for Fireworks Display for City Events, including the Fourth of July Events and Pioneer Days Events; and

WHEREAS, on April 26, 2021, the City entered into a contract with Zambelli Fireworks Manufacturing Company (“Zambelli”), the number one ranked firm, to provide firework displays for the City’s Fourth of July and Pioneer Days Events and other City events and celebrations (the “Services”), in accordance with the terms and conditions of the RFP (the “Contract”); and

WHEREAS, the initial Contract term was for three years, beginning May 1, 2021 and expiring April 30, 2024; and

WHEREAS, the Contract provides for two additional one-year renewal options; and

WHEREAS, the City desires to renew the Contract for the first of the two renewal periods, from May 1, 2024 through April 30, 2025; and

WHEREAS, the Contract allows for price adjustments, and Zambelli has requested an increase for the fireworks display services in the amount of \$10,447.00 due to substantial increases in material and insurance costs for the required services, which brings the base contract amount to \$47,500.00; and

WHEREAS, pursuant to Section IV – Special Terms and Conditions, Item 6. Price Adjustments of the RFP, the contractor may request a price increase for approval from the City not to exceed 5%, provided the contractor provides supporting documentation; and

WHEREAS, Section IV. Item 6 of the RFP also provides that if very unusual and significant changes have occurred in the industry, and the Contractor has provided documentation relating to such changes and cost impacts, the parties can agree to such increase based upon such circumstances, and Contractor has provided documentation supporting significant cost increases within the industry to support Zambelli’s request for an increase from the current contract amount of \$37,053.00 to \$47,500.00; and

WHEREAS, Zambelli has provided the City with a cost comparison from 2022, with 2023 being excluded as the City's Firework Display was modified due to damage to the Pier, and also provided other documentation, to substantiate the increased costs for the fireworks displays; and

WHEREAS, the American Pyrotechnics Association has indicated that the Fireworks Industry has been affected by inflationary costs whereby they are seeing rising costs of supplies, raw materials, shipping, insurance, and transportation, stating that overall costs across the industry are up 35%; and

WHEREAS, the Scope of Services set forth in the Contract also provides that in the event that the Deerfield International Fishing Pier ("Pier") is unavailable, the display shall be from a barge in the Atlantic Ocean in the vicinity of the Pier; and

WHEREAS, for the 2024 fireworks display events, the Pier will be unavailable due to the planned renovations and the Fireworks Display will need to be displayed from a barge, which is additional charge in the amount of \$45,000.00; and

WHEREAS, based upon the price adjustment and barge cost, the total amount of the Contract during the first renewal period shall not exceed \$92,500.00; and

WHEREAS, the City Commission finds it to be in the best interest of the City to renew the Contract for the first renewal term and to amend the Contract to provide for the price increase, as set forth in Exhibit "A" (the "Contract Renewal").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Contract Renewal with Zambelli, attached as Exhibit "A," for the Services in an amount not to exceed \$92,500.00, including exercising the first renewal term of the Contract and providing for use of the Barge for the Fourth of July Event during the First Renewal Term.

Section 3. The City Manager is authorized to execute the Contract Renewal with Zambelli, attached as Exhibit "A," for the Services, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

CONTRACT RENEWAL FOR FIREWORKS DISPLAY

THIS CONTRACT RENEWAL ("Contract Renewal") is entered into by and between the CITY OF DEERFIELD BEACH (CITY), a municipal corporation and ZAMBELLI FIREWORKS MANUFACTURING COMPANY (CONTRACTOR), as follows

W I T N E S S E T H:

WHEREAS, the CITY and CONTRACTOR entered into an agreement for Fireworks Display pursuant to RFP #21-22-JW (the "CONTRACT"); and

WHEREAS, the initial CONTRACT term was for three (3) years, beginning May 1, 2021 and expiring April 30, 2024 in the amount of \$37,053.00 per fireworks display event; and

WHEREAS, the terms and conditions of the CONTRACT provide for two (2) additional one (1) year renewal options; and

WHEREAS, the CITY is exercising the right to renew the contract for the first of the two renewal option periods; and

WHEREAS, the CONTRACT allows for price adjustments, and CONTRACTOR has requested an increase for the fireworks display services in the amount of \$10,447.00 due to substantial increases in material and insurance costs for the required services, which brings the base contract amount to \$47,500.00; and

WHEREAS, the CONTRACT allows the City to require additional services, which includes the use of a barge for an additional firing site or similar type change; and

WHEREAS, the Scope of Services set forth in the CONTRACT, also provides that in the event that the Deerfield International Fishing Pier ("Pier") is unavailable, the display shall be from a barge in the Atlantic Ocean in the vicinity of the Pier; and

WHEREAS, for the 2024 Firework Display events, the Pier will be unavailable due to the planned renovations and the Fireworks Display will need to be displayed from a barge, which is additional charge in the amount of \$45,000.00; and

WHEREAS, based upon the price adjustment and barge cost, the total amount of the Fourth of July Event under the Contract for the first renewal term shall not exceed \$92,500.00.

NOW THEREFORE, be it agreed by and between the parties as follows:

Section 1. The above referenced Whereas clauses are true and correct and made a part of this Contract Renewal.

Section 2. The Contract Renewal term shall begin on May 1, 2024 and will expire on April 30, 2025, (One (1) one (1) year renewal option remains) unless otherwise terminated pursuant to the terms of the original CONTRACT.

Section 3. The CONTRACT amount for the Fourth of July Fireworks Event during the first renewal term shall not exceed \$92,500.00, which is based on the CONTRACTOR'S quote for the 2024 services, attached as Exhibit "A", inclusive of the use of a barge for the Event.

Section 4. Except as otherwise amended in this Contract Renewal, all terms, conditions, and specifications of the original CONTRACT shall remain the same.

CONTRACT RENEWAL FOR FIREWORKS DISPLAY

IN WITNESS WHEREOF the parties have caused these presents to be executed.

ATTEST:

CITY OF DEERFIELD BEACH, a municipal
corporation of the State of Florida

HEATHER MONTEMAYOR, CMC, CITY CLERK

By: _____
DAVID SANTUCCI, CITY MANAGER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF AND RELIANCE BY THE CITY OF
DEERFIELD BEACH, FLORIDA, ONLY.

Date: _____

ANTHONY SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.

CONTRACTOR

ATTEST:

ZAMBELLI FIREWORKS MANUFACTURING ,
COMPANY

Corporate Secretary

By: _____
Signature

Print Name: _____

Title: _____

Date: _____



Fireworks Industry Braces for a Challenging Season

Julie L. Heckman, Executive Director

Small businesses across the nation are experiencing the uncertainty of the economy due to ongoing supply chain challenges and a surge in inflation. From consumer product retailers, to manufacturers, to fireworks display companies and live special effects entertainment, our various industry segments have all been impacted.

In October 2021, the Consumer Price Index, which tracks the prices consumers pay for goods and services, rose by the highest amount since 1990. Other measures of inflation show prices rising at the highest rate in 13 years. In a fourth quarter survey conducted by CNBC, 74% of small business owners said that were experiencing rising costs of supplies and 47% of those businesses were passing those costs on to their customers with another 32% indicating that they will have to raise prices soon if inflation persists.

While the fireworks industry proved to be recession resistant in the late 2000's, will the industry be able to weather the supply chain disruptions and surge in inflation?

Some of the areas where inflation has hit the fireworks industry include:

- The rising cost of supplies and raw materials has risen conservatively at approximately 20%, increasing the cost of producing safe, high-quality pyrotechnic products.
- Shipping costs have risen dramatically since 2019 from \$8,000-10,000 per shipping container to approximately \$45,000 per container which impacts the overall cost of the product by roughly 50%.
- Insurance has significantly increased during the past year including product liability, auto, truck, and hazardous materials insurance.
- Transportation costs have dramatically increased as well. Gas prices are the highest since 2015, almost doubling from just over a year ago for diesel fuel. This especially impacts truckers transporting containers from ports to warehouses as well as affecting the very high cost of tugboat fees for moving barges which consume 100-200 gallons per hour inside ports and up to 500 gallons consumed per hour when pushing a barge against a current.
- Operational costs, including labor, have increased as well.
- Domestic shipping/rental rates have skyrocketed. Truck and auto rental prices have nearly doubled from just a year ago, due to limited supply combined with high demand, especially in the early summer. Due to the supply chain crisis, the fireworks industry is competing with corporations like FedEx and Amazon to meet the high seasonal demands associated with Independence Day and other summer festivals, with limited rental companies and an increased demand. Just like empty car dealership lots due to lack of computer chips, truck rental companies also are dealing with a 4 to 6 month backlog waiting for cargo boxes to be mounted on truck chassis.

The entire fireworks industry is faced with these challenges and overall costs are up 35%+ across the fireworks industry.

As the industry prepares for unprecedented demand and a post-pandemic full recovery in Independence Day celebrations, will it be able to weather the ongoing supply chain crisis and the economic impact of rising costs and inflation?

Zambelli

FIREWORKS

City of Deerfield Beach Revised Pricing for 2023



***Zambelli Fireworks
Boca Raton, Florida
Tony Sawdey- Project Manager
218-820-2372***



Scope of Work:

Show Date: 1) July 4, 2023

2) Pioneer Days (Date TBD)

All inclusive Budget and Duration: 1) Approx. 22- 25 minute display; \$47,500

*Display will be synchronized to music and fired electronically

2) 10 minutes \$8,500

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

License & Permits: Zambelli Fireworks will obtain all required local, county and state fireworks permits and approvals.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 and 1126 code will be strictly enforced.

Terms: Fifty percent down payment upon signing of contract. Balance due upon completion of display, as invoiced by Zambelli.



Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/
Customer Service

Office: 561-395-0955

dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales/
Certified Technician

Cell: 218-820-2372

tsawdey@zambellifireworks.com



The fireworks shortage is over, but prices have exploded this year



Bailey Schulz

USA TODAY

Published 5:01 a.m. ET June 30, 2022 | Updated 10:57 a.m. ET July 1, 2022

Key Points

The fireworks shortage that affected consumers in 2020 and 2021 seems to be over.

This year, retailers warn that supply chain challenges have led to higher prices.

Costs across the fireworks industry are up 35%, according to the American Pyrotechnics Association.

Corrections & Clarifications: Josh Pappas is a spokesperson for Superior Fireworks. His job title was incorrect in a previous version of this article.

Planning to celebrate the Fourth of July weekend with fireworks this year? It'll cost you.

The fireworks shortage that has plagued shoppers over the past two years seems to have run its course, but the industry isn't done with supply chain interruptions yet. Experts warn that an increase in shipping rates, raw materials and labor costs amid the COVID-19 pandemic has resulted in a steep price increase for fireworks this year.

"Unfortunately, we had to pass some of the price increases on to the public," said Bruce Zoldan, president and CEO of consumer fireworks distributor Phantom Fireworks. "I would say from 2019 till '22, (costs) have at least doubled."

Traveling for July Fourth? Here are 5 things to know before flying, driving this weekend.

Why did firework prices spike?



Overall costs are up 35% across the fireworks industry, according to the American Pyrotechnics Association, which represents the consumer fireworks industry. An April report from the trade association points to increased costs for raw materials, shipping and transportation, insurance and labor.

Stephen Pelkey, president of the association and owner of New Hampshire-based retail outlet Atlas Fireworks, noted that most of his store clerks make a minimum of \$15 to \$18 an hour, compared with \$12 to \$15 four years ago.

And shipping costs to import the products from China – which is the source of about 95% of consumer fireworks sold in the U.S. – have skyrocketed over the past three years, according to the fireworks association. Importing product costs about \$45,000 per shipping container today compared with \$8,000 to \$10,000 in 2019.

Pelkey says the price of products has gone up 10% to 15% since 2019 at his four retail stores, and Superior Fireworks spokesperson Josh Pappas estimated the price increase for retail and wholesale companies is closer to 40%. Zoldan said prices have risen 20% to 30% over just the past year.

Need a new car? July 4 deals may fizzle, but here's how to outwit high prices, shortages

Is there a fireworks shortage?

The cancellation of public firework shows in 2020 and 2021 prompted a dramatic increase in firework sales as families turned to at-home displays. That surge in demand, paired with supply chain problems, led to two consecutive years of firework shortages.

“It created a huge, huge demand on the fireworks industry that we weren’t prepared for,” Pappas said. “We sold through all the product that we had. Everybody was placing massive new orders for production going into 2021 and still really couldn’t get ahead of it.”

While families could see some popular items out of stock for the Fourth of July, retailers and distributors say they are better prepared to match demand this year.



"we're still not getting 100%, but we're in much better shape than we were the previous two years," he said.

July Fourth weekend travel: Here are the best and worst times to leave for your road trip

Fireworks coupons: When do fireworks go on sale?

Experts suggest shopping early for the best selection and deals.

"If you want to avoid the crowds, if you want to make sure that you get the colored sparklers that you want or the right fountain that you watch, you have to shop a bit early or you just take a chance of what is running low," Pelkey said.

He added that many companies tend to run sales from Memorial Day weekend through the end of June, so shopping early can help cut costs.

Zoldan also suggests looking for coupons online or waiting until after July Fourth for deals.

"We'll have special sales throughout summer," he said.

2021 fireworks shortage: Phantom Fireworks urges customers to shop early amid fireworks shortage.

You can follow USA TODAY reporter Bailey Schulz on Twitter @bailey_schulz and subscribe to our free Daily Money newsletter here for personal finance tips and business news every Monday through Friday.